Regular City Council Meeting
(City Hall - Chambers Room #100)
April 20, 2026
6:00 PM

MEETING LOCATION
Caldwell City Hall
205 South 6th Avenue

Virtual Participation Option: Register in advance to provide public comments electronically or by telephone. During the registration process, you will be asked what item on the agenda you wish to speak about. Please use the case number as listed within the written notice.

Online registration must be submitted at least 24 hours in advance of the meeting. Click on the "public meetings" button on the center of the page. After registration, you will receive a confirmation email containing information about joining the virtual meeting. REGISTER AT: https://www.Cityofcaldwell.org

Written comments must be received at least 8 days in advance of the meeting to the Planning & Zoning Department at P&Z@Cityofcaldwell.org to be included within the staff report. All comments received after the staff report has been transmitted will be included in the case file and provided as late exhibits at the appropriate public hearing.

Live Stream Viewing: If you are not planning to speak, members of the public are encouraged to view the meeting via the live stream option: https://www.youtube.com/channel/UCci7S1A0UJNK6asXxxugLGA

AGENDA

Invocation

1. Provided by Paul Shulga of Christian Faith Center, Caldwell

Pledge of Allegiance to the Flag

Roll Call
Scott Tilmant, Chuck Stadick, Diana Register, Geoff Williams, Chris Allgood, Mike Dittenber

Conflict of Interest Declaration
The Mayor and members of the City Council have a duty to serve honestly and in the public interest. Where the Mayor or a member of the City Council have a conflict of interest, they may need to disclose the conflict and in certain circumstances, including land use decisions, they cannot participate in the decision-making process. Similarly, ex-parte contacts and site visits in most land use decisions must also be disclosed.

Special Presentations

1. Proclamation: Fallen Firefighters Memorial Week

2. Proclamation Presentation: Sexual Assault Awareness Month

Audience Participation
This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. Persons wishing to speak will have three (3) minutes. Comments related to pending public hearings, including decisions that may be appealed to the City Council, are out of order and should be held for the public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Comments regarding performance by city

employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permits. In order to ensure adequate public notice, Idaho Law provides that any item, other than emergencies, requiring Council action must be placed on the agenda of an upcoming Council meeting. As such, the City Council can't take action on items raised during citizens issues at the same meeting but may request additional information or that the item be placed on a future agenda.

Consent Calendar

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it be discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval. All Consent Calendar items are considered action items.

1. The Caldwell City Council dispenses with the 3 reading rule of Idaho Code §50-902 for all ordinances

2. Minutes

    a. Approve the Hearing Examiner, February 24th & March 24th, 2026 meeting minutes.

    b. Approve the Caldwell City Council April 6, 2026 minutes

3. Approve Resolution authorizing purchase of a 2026 Vactor 2100i PD Vacuum Truck for use by the Caldwell Street Department

4. Approve Resolution authorizing purchase of Bulk Road Paint for use by the Caldwell Street Department

5. Dedication of Sewer, Water, Pressure Irrigation, Storm Drain and Street Light Facilities in the Shadow Glen Subdivision, Phase No. 6

6. Dedication of Sewer mainlines as part of Kimball Trunk Sewer Extension project

7. Approval of Memorandum of Understanding with Highway District 4 — Replacement of Ward Road/Mason Creek Bridge

8. Deferral Agreement between Iron Eagle Industrial LLC and the City of Caldwell

9. Approve a Professional Services Agreement with J-U-B ENGINEERS, Inc. for the Franklin and Lincoln Lift Station Force Mains Project

10. Approve Resolution authorizing a Professional Services Agreement between City of Caldwell and Horrocks for Design Services of the Kit Ave Sewer Trunkline Replacement in the amount of $344,994.00.

11. Award Construction Contract – 2026 Well House 20 Construction Project to Desert View Construction Inc. in the amount of $1,120,995.00.

12. Approve Resolution authorizing the airport improvement program grant (IIJA 3-16-0045-043-2025) for $425,210

13. Approve Resolution authorizing the airport improvement program grant (AIP 3-16-0045-044-2025) for $304,393.00

14. Approve Resolution authorizing the surplus of excess city-owned equipment from the city of Caldwell Airport Department.

15. Approve the Findings of Facts and Conclusions of Law for Greenmont South No. 2 Final Plat (SFP25-000020).

16. Approve the Findings of Facts and Conclusions of Law for Painted Sage No. 1 Final Plat (SFP26-000009).

17. Approve Resolution authorizing the execution of a memorandum of understanding between the City of Nampa, the City of Caldwell, and Canyon County for the 2025 Byrne Justice Assistance Grant (JAG) Program

18. Approve Resolution authorizing the purchase of engineering services for the improvement of the grit classifier system by Keller Associates, Inc. for $373,693

19. Approve the Contractor Agreement with Holy Grove for Tree Pruning Services in Memorial Park to be funded by a Department of Lands Grant

Old Business

This section of the agenda is to continue consideration of items that have been previously discussed by the City Council and to formally adopt ordinances and resolutions that were previously approved by the Council. Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. All Old Business items listed are considered action items unless otherwise noted.

1. Action Item: Appeal of a Code Enforcement intent to abate shrubs at 814 Trailside Dr. due to a vision obstruction. The Council may affirm, withdraw, or modify the order to abate.

2. Action Item: Public Hearing for Case Number SPP25-000009, ZON25-000005: The applicant, ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel(s) R3258200000 and R325810000, from C-2 to R-2 to include a Development Agreement, as well as approval of a preliminary plat for Ambrosa Subdivision of parcels R3258200000 and R3258100000, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (63 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave. The application was recommended for denial by the Hearing Examiner on Tuesday, February 24, 2026.

3. ACTION ITEM: Consider Bill No. 60 (Ordinance No. 3712) associated with ZON25-000005, with a request to move for its passage by title only and approve the summary for publication.

New Business
This portion of the agenda is for City Council consideration of items that have not been previously discussed by the Council. Ordinances and Resolutions are generally added to a subsequent agenda for adoption under Unfinished Business. However, the Council may consider adoption of an ordinance or resolution under New Business if timely approval is necessary. All New Business items listed are considered action items unless otherwise noted.

1. Action Item: Public Hearing for Case Number SPP25-000010, ZON26-000002: The applicant, Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a rezone for a portion of parcel R34319020700 from R-1 to C-1. The parcel currently has a split zone and the applicant would like to ensure the entire parcel is zoned C-1 as was intended when the lot was designated a commercial lot within the original Shadow Glen Subdivision. Concurrently, the applicant is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho. The application was recommended for approval by the Hearing Examiner on Tuesday, March 24, 2026.

2. ACTION ITEM: Consider Bill No. 3 (Ordinance No. 3737) associated with ZON26-000002, with a request to move for its passage by title only and approve the summary for publication.

3. Action Item: Public Hearing for Case Number ANN25-000011, SPP25-000015, ZON25-000007: The applicant, Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for WestBilt Estates Subdivision, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho. The application was recommended for approval by the Planning and Zoning Commission on Wednesday, March 11, 2026.

4. ACTION ITEM: Consider Bill No. 73 (Ordinance No. 3725) associated with ANN25-000011, with a request to move for its passage by title only and approve the summary for publication.

5. Consider Caldwell Financial Reports

Comments
This section of the agenda is provided to allow the Mayor and City Councilors to make announcements and general comments relevant to City business and to request that items be added to future agendas for discussion. No final action or in-depth discussion of issues will occur.

1. Council Comments

2. Mayor’s Comments

The Caldwell City Council may convene into Executive Session pursuant to Idaho Code 74-206, identifying one or more of the specific paragraphs (a) through (i).
Certain city-related matters may need to be discussed confidentially subject to applicable legal requirements; the council may enter

executive session to discuss such matters. The motion to enter executive session must reference the specific statutory section that authorizes the executive session. No final decision or action may be taken in executive session.

Adjournment

Upcoming City Council Meetings/Workshops

Additional information regarding Caldwell City Council public meetings and agendas may be found at https://www.Cityofcaldwell.org/Government/City-Council/Council-Meetings

Any person needing special accommodation to participate in the meeting should contact the City Clerk's Office at 208-455-4656 prior to the meeting. The entire agenda packet and minutes may be viewed on the City of Caldwell's website.
Cualquier persona que necesita arreglos especiales para participar en la reunión debe comunicarse con el Secretario de la Ciudad al 208-455-4656 antes de la reunión.

CITY OF
Caldwell, Idaho

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

Proclamation

FALLEN FIREFIGHTERS MEMORIAL WEEK

WHEREAS, the Mayor and the City of Caldwell recognize the annual National Fallen Firefighters Memorial Service as a time to honor the firefighters and emergency services personnel who have sacrificed their lives to save others; and

WHEREAS, an average of 80 firefighters courageously make the ultimate sacrifice in the line of duty each year; and

WHEREAS, firefighters and emergency services personnel play an essential role in protecting life and property within our local community; and

WHEREAS, it is vital that we continue our efforts to reduce deaths, injuries, and property loss resulting from fires; and

WHEREAS, April 26 through May 3, 2026, is designated as a week of remembrance for fallen firefighters, honoring their service, sacrifice, and the loved ones they leave behind; and

WHEREAS, the National Fallen Firefighters Foundation's Light the Night for Fallen Firefighters campaign encourages communities across the nation to illuminate homes, businesses, and public buildings in red as a visible tribute of honor, remembrance, and support.

NOW, THEREFORE, I, the Mayor of the City of Caldwell, call upon all citizens of Caldwell, as well as all patriotic, civic, and educational organizations, to observe **May 3, 2026**, in recognition of the dedicated service and ultimate sacrifices made by Deputy Chief Brad Trosky-Johnson of the Caldwell Fire Department, along with our nation's firefighters and emergency services personnel, by lowering the American flag to half-staff.

I further encourage our community to participate in **Light the Night for Fallen Firefighters** by lighting homes, fire stations, and buildings in red from **April 26 through May 3, 2026**, as a symbol of remembrance and solidarity with the families of the fallen.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the City of Caldwell this 14TH day of April, 2026.

_____
Eric Phillips, Mayor, City of Caldwell

HEARING EXAMINER
MEETING MINUTES
Tuesday, March 24th, 2026 @ 1:30 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:30 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Morgan Bessaw (Deputy Director); Hallie Hart (City Engineer)

CONSENT CALENDAR:

OLD BUSINESS: None

NEW BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number DEV25-000009, PUD25-000004, SPP25-000013:** The applicant, Eli Benski of Brighton Co., on behalf of the landowner, DWT Investments, is requesting a Development Agreement Modification, Planned Unit Development, and Preliminary Plat for Aviary Heights Subdivision. The subject sites have existing zoning of H-C (Mixed-Use / Regional Commercial), R-2 (Community Residential), and R-1 (Neighborhood Residential), where the current City comprehensive plan future land use map place types are Neighborhood 2, Neighborhood 3, and Mixed Use Center. The applicant is requesting approval of a planned unit development and preliminary plat for Aviary Heights Subdivision, a mixed-use subdivision with 305 single-family detached and attached residential building lots, 11 commercial lots, and two (2) public/quasi-public lots for a future fire station and school lot. The 124.6 acre development is located on the west side of Midland Blvd, south of the Lower Fivemile Drain, generally at the northwest corner of the HWY 20/26 and Midland Blvd intersection. This application was continued until April 14th.

2. **ACTION ITEM: Public Hearing Quasi-Judicial: Public Hearing for Case Number SPP25-000010, ZON26-000002:** The applicant, Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a rezone for a portion of parcel R34319020700 from R-1 to C-1. The parcel currently has a split zone and the applicant would like to ensure the entire parcel is zoned C-1 as was intended when the lot was designated a commercial lot within the original Shadow Glen Subdivision. Concurrently, the applicant is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho.

   Jordan Moorhouse (Applicant) 2673 W Tango Creek Dr. Meridian, signed in favor of the application and gave a brief overview of the project.

   In response to the Hearing Examiner's question, Mr. Moorhouse stated that this application is not associated with the rest of the residential development.

   Morgan Bessaw (Deputy Director) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   In response to the Hearing Examiner's questions, Ms. Bessaw stated that code does not allow the creation of new split zone parcels, therefore, the applicant was required to submit a rezone application in addition to the plat to resolve the issue.

Ms. Bessaw continued with her PowerPoint Presentation.

Hallie Hart (City Engineer) 205 S. 6th Avenue, in response to the Hearing Examiner's question stated the utility services are available on Shadow Glen Dr. Access will also be taken on Shadow Glen Dr.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SPP25-000010, ZON26-000002: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

ORDER OF DECISION FOR CASE NUMBERS SPP25-000010, ZON26-000002: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SPP25-000010, ZON26-000002, is recommended for approval by City Council, subject to the conditions of approval listed in the staff report.

There was no public testimony
There was no rebuttal

Ms. Durtschi closed the public hearing testimony at 1:41pm.

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 1:42 pm.

The next meeting for the Hearing Examiner will be on Tuesday, April 14, 2025, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

Ms. Sabrina Durtschi — Date: 4.14.26

ATTEST:

Morgan Bessaw, Deputy Director — Date: 4-14-26

A digital recording of the public hearing is available upon request.

HEARING EXAMINER
MEETING MINUTES
Tuesday, February 24th, 2026 @ 1:30 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:30 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Katie Wright (Planner III); Morgan Bessaw (Deputy Director); Hallie Hart (City Engineer)

CONSENT CALENDAR: The Hearing Examiner approved the December 23, 2025, and January 13, 2026, Hearing Examiner Meeting Minutes as drafted.

OLD BUSINESS: None

NEW BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number: SPP25-000009, ZON25-000005:** The applicant, ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel(s) R3258200000 and R325810000, from C-2 to R-2 to include a Development Agreement, as well as approval of a preliminary plat for Ambrosa Subdivision on parcels R3258200000 and R3258100000, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (63 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave.

   Katie Wright (Planner III) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   In response to the Hearing Examiner's question, Ms. Wright agreed to go over the proposed new open space again and stated:

   - The plan shown was two plans ago. It is no longer applicable.
   - The applicant sent an updated plan.
   - There were 63 single family lots, and the applicant removed 3 so they could accommodate the open space requirements.
   - The 9.7% of open space on the slide is inaccurate. The applicant is now meeting the required 10%.

   Jeff Likes (Applicant) 1119 E State St. Eagle, signed in favor of the application and provided a description of the application.

   in response to the Hearing Examiner's questions Mr. Likes stated:

   - Neighborhood meeting was on site.
   - Density allows 90 units, but that applicant is proposing 60 units.
   - The transition from the adjacent single-family neighborhood is to more dense single family, then to commercial going from south to north.
   - It is hard to make neighborhood commercial work when there is no street frontage.

In response to the Hearing Examiner's question, Hallie Hart (City Engineer) 205 S. 6th Avenue, stated the traffic impact study was requested after the application submittal but will be done before city council.

The Public Hearing Testimony was opened:

- David Kroll, 4521 Pine Mountain Ave, signed in opposition with concerns related to S 10th Ave.

In response to the Hearing Examiners question's Ms. Hart stated:

- Staff is evaluating existing conditions and working with the applicant on spacing requirements
- There was some consideration about moving the road further north towards Walmart, which a TIS should help address
- As stated, a traffic impact study is being required.
- The traffic engineer will examine the intersections onto the existing roadways to make sure any added access points are safe for existing residents and new residents that may be added with the subdivision.

- David Kroll continued by stating he would like to request a 7-foot-tall masonry block wall along the roadway. He also stated he did not attend the neighborhood meeting.

- Ray Marsicola, 107 Appalachian St, signed in opposition, concerns about the density negatively affecting property.

  In response to the Hearing Examiner's questions, Mr. Marsicola stated:

  - He prefers the whole site to be commercial and no housing.
  - He would like to request the houses to the south be single level

In response to the Hearing Examiner's questions, Ms. Wright stated she would need to check the land use schedule to see if a big box store would be allowed here but added that the commercial lot size was likely insufficient for big-box regardless.

- Laura Shannon, 4707 Middlesboro Way, signed in opposition with concerns on the intensity of rezone, density, and parking needs.

  In response to the Hearing Examiner's questions Ms. Shannon stated she would love to see senior housing in the development.

- Paul McLane,113 Appalachian St., signed in opposition, and stated he was concerned with the single family residential abutting the south border being 2 story.

  In response to the Hearing Examiner's questions, Mr. McLane stated a previous application proposed multifamily. He also stated the parcel should be commercial only.

Ms. Wright did clarify that in the C-2 zone the largest commercial they could build would be an 80,000 square foot building. Bix box is not permitted.

- Bruce Davis, 4413 Pinnacle Pl., signed in opposition, is concerned with the density and would prefer the whole parcel to be commercial.

- Marshall Smith, 303 Appalachian St., did not sign in, stated he is neutral on the project. He does agree that the homes along the south side of the parcel should be limited to one story and with the possibility of senior housing.

- Robert Nash, 13065 Highlander Rd. Boise, did not sign in, stated there is a need for affordable housing and he hopes this project gets approved.

Jeff Likes (Applicant) 1119 E State St. Eagle, in the rebuttal stated:

- The residents in Cumberland Estates do not want residential next to their residential.
- He believes that they also do not want a 50-foot-tall Walmart with delivery trucks and lights and everything that comes along with it.
- They do not agree with the 1-story houses along the south side of the parcel. They are hoping that the Hearing Examiner will approve to leave the homes to be 2-story.
- There is a minimum of 40 feet of separation between the new development to the north and the development to the south.

Travis Stroud (Developer) 1980 S Meridian Rd. Meridian, stated if an intense use went in behind the neighboring development, it would affect the property values worse than residential.

In response to the Hearing Examiner's questions Mr. Stroud stated:

- The fencing will be vinyl or composite wood.
- The amenity does not have to be pickleball; he does like the suggestion of it being open space to gather.
- The type of anticipated commercial uses will be restaurants, coffee shops, and other neighborhood scale commercial.

In response to the Hearing Examiner's questions Mr. Stroud stated he likely cannot change how the transition currently is shown, that it would be challenging to increase those lot sizes.

In response to the Hearing Examiner's question Ms. Wright stated the only previous applications she could find were the original annexation of the two parcels. She was unable to find any other official applications for this site. She has seen a few different plans for this property that have shown multifamily but there has been no official application for it.

Ms. Durtschi closed the public hearing testimony at 2:46 pm.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SPP25-000009, ZON25-000005: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

ORDER OF DECISION FOR CASE NUMBERS SPP25-000009, ZON25-000005: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SPP25-000009, ZON25-000005 is **recommended for denial** by City Council, subject to the conditions of approval listed in the staff report.

2. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number: SPP25-000008, ZON25-000004:** The applicant, The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 12 buildable lots, which will include eleven (11) duplex structures and one (1) detached single family residential unit. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit. This case will be rescheduled.

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 2:47 pm.

The next meeting for the Hearing Examiner will be on Tuesday, March 10, 2025, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

Ms. Sabrina Durtschi — 4-14-26 Date

ATTEST:

Morgan Bessaw, Deputy Director — 4-14-26 Date

A digital recording of the public hearing is available upon request.

City Council
Workshop
(City Hall - Chambers Room #100)
April 6, 2026

5:30 p.m.

Caldwell Fire Department Update
Fire Chief Bryan Daniels was present to provide Council with an update on staffing and department activities. Chief Daniels reviewed the current needs of the department and plans for growth and noted upcoming union negotiations that would go through the summer.

The workshop adjourned at 6:01pm

Regular City Council Meeting
(City Hall - Chambers Room #100)
Minutes
April 6, 2026
6:00 p.m.

Mayor Phillips opened the meeting at 6:01 p.m. at the Caldwell City Hall Council Chambers.

Brian Dyer of Ustick Road Church of the Nazarene provided the invocation and Mayor Phillips led those in the audience in the Pledge of Allegiance.

Roll Call:
The City Clerk called the roll: Tilmant, Stadick, Register, Williams, Allgood, and Dittenber all present. Absent: none

Conflict of Interest:
Council President Register reviewed a conflict she had with items on the consent calendar and noted she would be abstaining to avoid any concerns.

Special Presentations/Reports.
Road Closure – Permitting and Decision Making
Hallie Hart, City Engineer and Interim Public Works Director reviewed the process for road closures and permitting for construction throughout the City.

Proclamation: Child abuse prevention and sexual assault awareness month
Proclamation: Idaho Association for the Education of Young Children (Idaho AEYC) Week of the Young Child
Proclamation: National Fair Housing Month
Proclamation: Idaho National Guard Month of the Military Child

Audience Participation:
None.

Motion to Amend
Moved by Dittenber, Seconded by Allgood to amend the agenda to remove Consent item #20, Old Business items #1 and #2 and to Continue New Business items #1 and #2.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Consent Calendar: [*All Consent Calendar Items are Considered Action Items*]

1. The Caldwell City Council dispenses with the 3 reading rule of Idaho Code §50-902 for all ordinances
2. Minutes
    a. March 16, 2026 - Regular City Council Meeting
    b. March 25, 2026 Special City Council Meeting
    c. February 26 & 27, 2026 Special City Council Meetings
    d. Approve the Hearing Examiner, October 28th , December 23rd, 2025 and January 13th , January 27th, 2026 meeting minutes.
    e. Approve the Planning and Zoning Commission, January 14th, 2026 meeting minutes.
3. Approve Resolution accepting a Permanent easement for a Storm Drain from Canyon County.
4. Approve Resolution accepting an Easement for "A" drain at 3801 HWY 20 26

5. Approve Resolution for dedication of public utilities within El Monterrey Subdivision
6. Approve Resolution accepting the Dedication of Pennsylvania Park 4-Plexes public utilities
7. Approve Resolution accepting the Dedication of Sewer, Water, Storm Drain and Street Light Facilities in the Maverick C-Store at 15280 Green Rd.
8. Approve request for a waiver of O'Connor Field House facility rental fees for the Love Heals Free Clinics event scheduled for Thursday-Saturday, October 1-3, 2026.
9. Approve Resolution accepting the Dedication of Irrigation Drain Main Line Facilities in the 3801 HWY 20/26 "A" Drain/Storm Retention Relocation Project.
10. Approve Resolution accepting ROW Dedication for MRL Property Management LLC 6202 Cleveland Blvd
11. Approve Resolution authorizing the C-Drain Sunset South HOA Encroachment Agreement
12. Approve the purchase agreement of a new Type One fire engine, as planned for funding, purchase, and delivery during FY27/28, for Fire Station 4.
13. Authorize the Mayor and the Fire Chief to renew the Snake River Valley Mutual Aid Agreement (5 year renewal).
14. Approve dedication of Public utilities within the Nottingshire Heights Duplexes development
15. Approve Resolution Executing Professional Services scope of work for "Waste Activated Sludge (WAS) thickening Engineering Services During Construction (SDC)" with HDR Engineering, Inc, for the budgeted amount of $449,800.00
16. Approve Resolution authorizing the Wastewater Treatment Facility Step Screen Fine Screen Replacement by Huber Technology for the budgeted amount of $195,918.00
17. Approve Resolution authorizing the rehabilitation of wastewater treatment digester #3 for use as a liquid holding tank by Concrete Conservation LLC for the budgeted amount of $154,886.00.
18. Approve Resolution authorizing the purchase of DocAccess in the non-budgeted amount of $18,667.20
19. Approve Resolution authorizing a Legal Services Agreement with Brady Hall Law, PLLC
20. ~~Approve Resolution authorizing a Parking agreement with DPRE for Phase II Property~~ *Removed from Consent for further discussion - no action to be taken on this item.*
21. Approve Resolution Authorizing the MOU between City of Caldwell and Caldwell Urban Renewal Agency for the South 6th Ave. Plaza
22. Approve Resolution authorizing the Fire Department to purchase two Zoll Cardiac Monitors utilizing Impact Fees.
23. Approve the Resolution authorizing the purchase, utilizing grant funds, of a new Hazardous Materials Response Unit through Brindlee Mountain Fire Apparatus.
24. Approve the Findings of Facts and Conclusions of Law for Verbena Ranch Meadows No. 1 Final Plat (SFP26-000013).
25. Approve the Findings of Facts and Conclusions of Law for Heights at Verbena Ranch No. 1 Final Plat (SFP26-000002).
26. Approve the Findings of Facts and Conclusions of Law for Chestnut Heights No. 4 Final Plat (SFP25-000028).
27. Appointment of Sean Blackwell to the Historic Preservation Commission for Term #1.
28. Appointment of Gilbert Maiuro to the Historic Preservation Commission for Term #1.
29. Appointment of Tricia Stone to the Historic Preservation Commission for Term #1.
30. Approve Alex Martinez for Parks and Recreation Commission
31. Approve Alexandra Maltsberger for Parks and Recreation Commission
32. Approve Resolution authorizing the surplus by auction of a tractor belonging to the Caldwell Events Center

Moved by Allgood, Seconded by Dittenber to approve the Consent Calendar as amended.

Roll call vote: Those voting yes: Tilmant, Stadick, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: Register.

Motion Carried

Old Business: ***[All Old Business Items Listed are Considered Action Items]***

1. ~~Consider the Mayoral Veto of Resolution 095-2026~~ *Proposed removal.*
2. ~~Consider the Mayoral Veto of Resolution 096-2026~~ *Proposed removal.*

New Business: ***[All New Business Items Listed are Considered Action Items]***

~~**Action Item:** Appeal request by the property owner of 814 Trailside Dr., regarding a City Code Enforcement intent to abate shrubs on site due to a vision obstruction.~~ *Continued to the April 20TH City Council Meeting at the request of the apellant.*

Action Item: Public Hearing for Case Number SPP25-000009, ZON25-000005: The applicant, ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel(s) R3258200000 and R325810000, from C-2 to R-2 to include a Development Agreement, as well as approval of a preliminary plat for Ambrosa Subdivision of parcels R3258200000 and R3258100000, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (63 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave. The application was recommended for denial by the Hearing Examiner on Tuesday, February 24, 2026. **This case is being continued to the April 20th City Council meeting.**

ACTION ITEM: (Quasi-Judicial): CASE APP26-000002: Request for Reconsideration of denial decision by City Council at the February 17, 2026 public hearing for Summit Grove annexation and preliminary plat. City Attorney, Oscar Klaas reviewed the request noting that the decision tonight was simply a yes or no vote to hear the merits of the reconsideration.

Councilor Dittenber asked if what was being considered was a new project or a reconsideration of the previous project Oscar noted that if the reconsideration was denied there is still a way forward for the applicant.
Councilor Williams asked if there was a benefit to doing it one way or another. Community Development Director Robin Collins noted that will require review regardless. Reconsiderations are generally reviewing the original product and suggested encouraging the applicant to start over.

Moved by Tilmant, Seconded by Stadick to deny the request for reconsideration.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Action Item: Consider Caldwell Financial Reports
The Finance Committee has reviewed current accounts payable in the amount of $5,768,483.45 for the period ending March 31, 2026 and net payroll of $1,684,532.04 for pay period ending March 21, 2026.

Moved by Tilmant, Seconded by Allgood that accounts payable in the amount of $5,768,483.45 represented by check numbers 192095 through 192536 and electronic payments and payroll for the amount of $1,684,532.04 represented by check numbers 40745 through 40762 and direct deposits be accepted, payments approved, and vouchers filed in the office of the City Clerk.

Roll call vote: Those voting yes: Tilmant, Stadick, Register, Williams, Dittenber, and Allgood. Those voting no: none. Absent and/or not voting: none.

Motion Carried

Council Comments:
Councilor Williams encouraged Council to follow the rule of law.
Councilor Dittenber noted that he appreciated participation in the process and added that a legal opinion does not mean winners and losers, it simply provides guard rails for action.
Councilor Tilmant noted that the school capacity code presented was not the code that he wrote and encouraged during his campaign. He encouraged Council to keep working on it.

Mayor's Comments:
Recognized Daniel Torres for his first day on the job.
Thanked PD and Fire for being present.
Named Emmanuel in the IT department as employee of the month.

Executive Session:
There was no Executive Session.

Adjournment
The meeting adjourned at 6:56pm.

Approved as Written this 20th day of April, 2026.

_____
Mayor Phillips

_____
Councilor Tilmant

_____
Councilor Stadick

_____
Councilor Register

_____
Councilor Williams

_____
Councilor Allgood

_____
Councilor Dittenber

Attest:

_____
Kristina Buchan, City Clerk

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing purchase of a 2026 Vactor 2100i PD Vacuum Truck for use by the Caldwell Street Department

Summary Statement:

Approve the purchase of a 2026 Vactor 2100i PD Vacuum Truck for use by the Caldwell Street Department.

This Vacuum Truck is needed for replacement of a 2005 Vactor Vacuum Truck. $650,000 has been budgeted. This purchase will be under budget.

The Street Department Superintendent and Purchasing Coordinator have reviewed the attached documents and recommend that this purchase be approved.

Recommended Action:

The Street Department Superintendent and Purchasing Coordinator have reviewed the attached resolution and recommend approval.

Budget: Budgeted

Cost Impact:	$566,164.58
Funding Source:	05-8-40-400-87420
Timeline:	Expected arrival and payment in FY 2025 - 2026

Attachments:

1. 2026 VACTOR_QUOTE
2. 2026 VACTOR_PICS

QUOTE

MetroQuip, Inc.
1953 E. Commercial
Meridian, ID 83642
ph:(208)344-3318 fax:(208)345-5931

QUOTATION NO. 12YDPDVactor
DATE April 2, 2026
CUSTOMER ID CaldwellStreets
EXPIRATION DATE **Subj Avail**

TO
August Medellin
City of Caldwell Streets
1311 N 3rd Ave
Caldwell, ID 83605
PH: 208-455-3036
amedellin@ci.caldwell.id.us

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jeff McCoy (208)921-5332	Caldwell, ID	Standard Terms and Conditions	

IN STOCK AND AVAILABLE FOR IMMEDIATE DELIVERY

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	**2026 Vactor 2100i PD, 18" Vacuum, 12 Yrd Debris, 1500 Gal Water** - *See Specs*	$438,414.00	$438,414.00
1.00	**2026 Freightliner 114SD, 6X4 SBA, Cummins L9 370 HP, Allison 3000 RDS Auto Trans, 66,000 GVWR** - *See Specs*	$134,403.00	$134,403.00
1.00	Sourcewell Contract #101221-VTR Discount	-$13,152.42	-$13,152.42
1.00	Dealer Costs - Freight, Pre-Delivery Inspection, Titling, Etc.	$6,500.00	$6,500.00

SUBTOTAL	$ 566,164.58
SALES TAX	
TOTAL	**$ 566,164.58**

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

To Accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

VACTOR

Subsidiary of Federal Signal Corporation

Vactor Manufacturing INC.
1621 South Illinois St.
Streator, IL 61364
Phone: (815) 672-3171
Fax: (815) 672-2779
www.Vactor.com

SALES ACKNOWLEDGEMENT

PURCHASE ORDER	SALES ORDER NO.	PAYMENT TERMS	QUOTE NO.	Incoterms 2020

ORDER DATE	SHIP DATE	SALES REGION

QTY	PART NUMBER	DESCRIPTION
1	2112i-18	2100i PD- 18" Vacuum- 12 yrd Debris- Combo
1	010iSTD	Operator Station Curbside Toolbox
1	011iSTD	Aluminum Fenders
1	012iSTD	Mud Flaps
1	016iSTD	Color Coded Sealed Electrical System
1	019iASTD	Intuitouch Electronic Package
1	020iSTD	Double Acting Hoist Cylinder
1	025iASTD	Handgun Assembly
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank
1	030iSTD	Flexible Hose Guide
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack
1	045iSTD	Suction Tube Storage
1	046iSTD	1" Nozzle Pipe
1	048iSTD	10' Leader Hose
1	1001iSTD	Flat Rear Door w/Hydraulic Locks

1	1005iSTD	Dual Stainless Steel Float Shut Off System
1	1011iSTD	Microstrainer Prior to Blower
1	1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe
1	1016iSTD	Subframe Mounted -2 Pipe Rack -8"
1	1023iSTD	Lube Manifold, with Lube Chart
1	1024iSTD	Debris Body Vacuum Relief System
1	1031iSTD	Debris Deflector Plate
1	1033iSTD	60" Dump Height
1	1041iSTD	Debris Body-Up Message and Alarm
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
1	2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
1	2022iSTD	Additional Water Tank Sight Gauge
1	2023iSTD	Liquid Float Level Indicator
1	3019iSTD	Digital Water Pressure Gauge
1	4006iSTD	Front Joystick Boom Control
1	4010iSTD	Boom Hose Storage
1	4017iSTD	Boom Out of Position Message and Alarm
1	4022iSTD	Telescopic Boom Elbow- Standard
1	5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
1	5011iSTD	3"Y -Strainer @ Water Pump
1	5015iSTD	Midship Handgun Coupling
1	5019iSTD	Chassis Engine Cooling Package
1	5022iSTD	Side Mounted Water Pump
1	6005iDSTD	Digital Hose Footage Counter
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract
1	6009iSTD	Hose Reel Chain Cover
1	6017iSTD	Hydraulic Tank Shutoff Valves
1	6019iSTD	Rodder Pump Drain Valves
1	6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter
1	7003iSTD	Water Pump Hour Meter
1	7004iSTD	PTO Hour Meter
1	7005iSTD	Hydraulic Oil Temp Alarm
1	7007iSTD	Tachometer & Hourmeter/Blower
1	8000iSTD	Circuit Breakers
1	8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
1	9002iSTD	Tow Hooks- Front and Rear
1	9003iSTD	Electronic Back-Up Alarm

1	S390ASTD	8" Vacuum Pipe Package
1	S560STD	Emergency Flare Kit
1	S590STD	Fire Extinguisher 5 Lbs.
1	i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
1	i124STD	Vactor 2100i Body Decal- Standard
1	1003i	Debris Body Flushout
1	1008iA	6" Rear Door Knife Valve w/Camloc w/Port -6:00 position
1	1008iG	6" Rear Door Port - Removed - 3:00 Position
1	1010iA	Pump Off Ports Only
1	1014i	Centrifugal Separators (Cyclones)
1	1015i	Folding Pipe Rack - Curbside -8" Pipe
1	1015iA	Folding Pipe Rack - Streetside -8" Pipe
1	1022i	Rear Door Splash Shield
1	2006i	Air Purge
1	2018i	Additional Water- 1500 Gal Total
1	3015i	Front Blower Controls
1	3017i	Blower High Temp Safety Shutdown
1	3020i	Digital Water Level Indicator
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
1	4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
1	4015i	180 deg. 10ft Telescoping Boom
1	4020i	Anti Splash Valve- Body Inlet
1	5002iA	80 GPM/2500 PSI Jet Rodder pump
1	5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
1	512459A-30	Vactor Standard Manual w/ Cloud Parts
1	6002iB	600' x 1" Piranha Sewer Hose2500 PSI in lieu of STD
1	6004iD	Rodder Hose Pinch Roller
1	6014i	High Pressure Hose Reel
1	6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing
1	8001iM	Rear Directional Control- LED Arrowstick
1	8020iH	10 Light Package- 10 Federal Signal Strobe Lights- LED
1	8024i	Amber Lights for Flashing Light Package
1	8027i	LED Mid-Ship Turn Signals
1	8028iA	Worklights (2), Self-Leveling Boom LED
1	9021iB	Camera System- Front- Rear and Both Sides
1	9023iA	Safety Cone Storage Rack - Post Style
1	9070iB	Long Handle Tool Storage
1	9071iE	Toolbox- Behind Cab - 16w 30h x 96d

1	9072iB	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d
1	9074iA	Toolbox- Driver Side Subframe- 18w x 24h x 24d
1	CM-PAFT370A-2026-01	Chassis Modifications - 2026 Freightliner PAFT370A
1	V-LOGO-APPL.	Vactor Logos - Applied

Module Paint Match Cab - true

Module Paint Color - White

Module Paint Color Code - N0006EX

Cab Color - White

Cab Color Code - L0006EY WHITE ELITE EY

Chassis Make - Freightliner

Chassis Model - 114SD 6x4 SBA 370 H.P Auto (PAFT370A)

Chassis VIN -

Chassis Notes:
Paint Notes:
Spare Parts Notes:
Special Delivery Requirements:
Other Notes:
Revision Log:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Vehicle Configuration				
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476	
004-227	2027 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK	480	-480	
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING			STD
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)			STD
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)			STD
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-002	LIQUID BULK COMMODITY			N/C
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS			N/C
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			N/C
995-1AE	FREIGHTLINER LEVEL II WARRANTY			N/C
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs			
Truck Service				
AA3-034	SEWER/INDUSTRIAL VACUUM BODY			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
AF3-1DN	VACTOR			N/C
Engine				
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70	
Electronic Parameters				
79A-069	69 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79K-005	PTO MODE ENGINE RPM LIMIT - 900 RPM			N/C
79M-001	PTO ENGINE SPEED CONTROL DEACTIVATED BY SERVICE BRAKE LIGHTLY APPLIED (STATIONARY APPLICATIONS)			N/C
79P-003	PTO RPM WITH CRUISE SET SWITCH - 800 RPM			N/C
79Q-004	PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
79V-001	FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY			N/C
79W-025	CRUISE CONTROL BUTTON PTO CONTROL AND ONE REMOTE PTO SPEED			N/C
79X-003	PTO SPEED 1 SETTING - 800 RPM			N/C
80G-022	PTO MINIMUM RPM - 775			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
80S-014	PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS			N/C
80T-014	PTO 2, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, STATIONARY INTERLOCKS			N/C
Engine Equipment				
99C-024	EPA 2010/GHG 2024 CONFIGURATION			STD
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED			
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	-50	-10	

Data Code	Description	Weight Front	Weight Rear	Retail Price
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			N/C
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2		
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2		STD
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			N/C
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM			N/C
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		N/C
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER			STD
239-200	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB			
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD			
273-048	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE			
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED			
110-003	CUMMINS SPIN ON FUEL FILTER			N/C
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
120-998	NO COOLANT FILTER	-10		STD
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-50		N/C
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			N/C
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER			N/C
155-055	DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			STD

Transmission Equipment

343-323	ALLISON VOCATIONAL PACKAGE 172 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS			N/C
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY			STD
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY			STD
84N-011	NEUTRAL AT STOP ENABLED			
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS			STD
84M-001	PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS			N/C
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS			
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR			
362-2JV	(2) CUSTOMER INSTALLED CHELSEA 281 SERIES PTO'S			N/C
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED			
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15		N/C
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK			STD
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID			STD
Front Axle and Equipment				
400-1AC	MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260		
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING			STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS			$8.00
409-006	FRONT OIL SEALS			STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES			STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS			STD
406-001	STANDARD KING PIN BUSHINGS			STD
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130		N/C
539-003	POWER STEERING PUMP			STD
534-003	4 QUART POWER STEERING RESERVOIR			N/C
533-001	OIL/AIR POWER STEERING COOLER			N/C
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE			

Front Suspension

620-025	20,000# TAPERLEAF FRONT SUSPENSION	200		
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD

Rear Axle and Equipment

420-111	MERITOR RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE WITH PUMP		450	
421-563	5.63 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
385-005	JACKSHAFT, TEMPORARY DRIVELINE, FOR CUSTOMER FURNISHED EQUIPMENT. TEMPORARILY INSTALLED FOR SHIPPING TO CUSTOMER/TEM	40	40	
	VACTOR REF 504400JA REF VIN MD9033			
386-011	SPL170 XL DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES	45	45	
	MOUNT CARRIER BEARING ON 562 CROSSMEMBER REF S/N MD9033			
388-012	SPL170 XL DANA SPICER INTERAXLE DRIVELINE WITH HALF ROUND YOKES		10	
878-045	(1) INTERAXLE LOCK VALVE FOR TANDEM DRIVE AXLES			STD
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF			N/C
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-003	STANDARD BRAKE CHAMBER LOCATION			STD
451-023	CONMET CAST IRON REAR BRAKE DRUMS			

Data Code	Description	Weight Front	Weight Rear	Retail Price
440-006	REAR OIL SEALS			STD
426-101	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE			STD
42T-001	STANDARD REAR AXLE BREATHER(S)			STD
Rear Suspension				
622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		750	
621-015	HENDRICKSON RT/RTE - 6.00" SADDLE			
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
624-009	54 INCH AXLE SPACING		10	
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS			N/C
623-005	FORE/AFT CONTROL RODS			N/C
439-001	REAR SHOCK ABSORBERS - ONE AXLE		40	
Pusher / Tag Equipment				
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS			STD
Brake System				
490-1AU	WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH			
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-1AA	STANDARD U.S. FRONT BRAKE VALVE WITH ABS VALVES IN RAILS WITH RH HEAT SHIELDING			N/C
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			STD
483-004	WABCO OIL COALESCING FILTER FOR AIR DRYER			
479-034	AIR DRYER MOUNTED INBOARD ON LH RAIL, LOCATE AT 4400			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
460-093	STEEL AIR BRAKE RESERVOIRS; CUSTOMER ACCEPTS TANKS MOUNTED PERPENDICULAR TO RAIL	10	10	
	MOUNT PERPENDICULAR REAR OF AFTERTREATMENT AT 3100. MOUNT REMAING TANKS IN AFTERFRAME.			
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS			STD
485-045	METAL AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH PUSH TO CONNECT FITTINGS AND TWO 3/8 INCH FPT PORTS	5		

Trailer Connections

476-998	NO AIR HOSE HANGER			STD

Wheelbase & Frame

545-662	6625MM (261 INCH) WHEELBASE			N/C
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	770	140	
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	270	450	
552-038	1800MM (71 INCH) REAR FRAME OVERHANG			N/C
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH	-30	130	N/C
549-110	9 INCH INTEGRAL FRONT FRAME EXTENSION	52		
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 195.28 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 192.28 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 386.41 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 117.29 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 140.16 in			N/C
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in			
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-057	STANDARD MIDSHIP #1 CROSSMEMBERS LOCATE AT H:3200 AND H:4800			N/C
569-005	INCREASED CROSSMEMBER SPACING REQUIRED BY ENGINEERING			N/C
572-067	STANDARD REARMOST CROSSMEMBER MOUNTED 960MM AFT OF REAR SUSPENSION CENTERLINE			N/C

Data Code	Description	Weight Front	Weight Rear	Retail Price
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
Chassis Equipment				
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-100		
585-998	NO MUDFLAP BRACKETS			STD
590-998	NO REAR MUDFLAPS			STD
551-017	GRADE 8/CLASS 10.9 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME			N/C
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE			STD
606-155	DRILLING PREP FOR VACTOR PER DRAWING 504400JA, REVISION O, 10/14/2015			
605-1AB	D15-16004-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON FRAME WEB			
Fifth Wheel				
578-998	NO FIFTH WHEEL			STD
Fuel Tanks				
204-155	90 GALLON/340 LITER ALUMINUM FUEL TANK - LH	15		
218-006	25 INCH DIAMETER FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10		N/C
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
20E-004	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK			
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
221-012	FUEL COOLER MOUNTED RIGHT HAND IN RAIL AT 2950			
Tires				
093-1XF	BRIDGESTONE M864 425/65R22.5 20PLY RADIAL FRONT TIRES	158		
094-1RW	BRIDGESTONE M726ELA 11R22.5 14 PLY RADIAL REAR TIRES		152	

Data Code	Description	Weight Front	Weight Rear	Retail Price
Hubs				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
Wheels				
502-1H5	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS	-8		
505-1HB	ALCOA 88167X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248	
524-022	POLISHED DISC SIDE FRONT WHEELS WITH DURA-BRIGHT FINISH			
525-001	POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY			
52M-004	FORCEMATCH TIRE/WHEEL RUNOUT CHECK/MARK AND STATIC BALANCING - ALL TIRES/WHEELS			
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES			
Cab Exterior				
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE			STD
667-004	FRONT FENDERS SET-BACK AXLE			N/C
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10		
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT			
645-002	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL			
646-042	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS			
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE			
644-004	FIBERGLASS HOOD			STD
652-001	FREIGHTLINER NAME PLATES			STD
690-002	TUNNEL/FIREWALL LINER			STD
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK			
726-001	SINGLE ELECTRIC HORN			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
312-067	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS			N/C
302-047	LED AERODYNAMIC MARKER LIGHTS			STD
311-019	HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS			
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS			STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE			STD
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS			STD
74A-001	RH DOWN VIEW MIRROR			
729-001	STANDARD SIDE/REAR REFLECTORS			STD
275-061	PARK BRAKE REMINDER WARNING SYSTEM			
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS			STD
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD			STD
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR			
Cab Interior				
055-019	RUGGED TRIM PACKAGE			STD
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"			STD
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)			STD
706-013	MOLDED DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
785-034	ASH CUP AND (1)LIGHTER, (1)12V POWER OUTLET, (1)DASH MTD DUAL USB-C OUTLET			
691-001	FORWARD ROOF MOUNTED CONSOLE			STD
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS			STD
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-029	M2/SD DASH			STD
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
701-008	STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE			
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
689-804	PREP KIT FOR CUSTOMER INSTALLED AUXILIARY HEATER, PLUMBING FROM ENGINE TO RAIL UNDER CAB WITH SHUTOFF VALVES			
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES			
724-001	AUXILIARY HEATER PLUMBING			N/C
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-1B3	STANDARD LED CAB LIGHTING			STD
787-998	NO SECURITY DEVICE			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-004	KEY QUANTITY OF 4			
655-005	LH AND RH ELECTRIC DOOR LOCKS			STD
740-998	NO MATTRESS	-20	-15	STD
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN			STD
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES			

Data Code	Description	Weight Front	Weight Rear	Retail Price
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
Instruments & Controls				
106-002	ELECTRONIC ACCELERATOR CONTROL			STD
732-998	NO INSTRUMENT PANEL-DRIVER			STD
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS			STD
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE			STD
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS			
721-001	97 DB BACKUP ALARM		3	
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY			STD
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE			
48H-004	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS			
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP			$6.00
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR			N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE			
736-998	NO OBSTACLE DETECTION SYSTEM			
72J-998	NO DR ASSIST SYSTEM			N/C
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL			
73B-998	NO LANE DEPARTURE WARNING SYSTEM			
679-998	NO OVERHEAD INSTRUMENT PANEL			STD
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10		
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE			
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939			N/C
747-001	DASH MOUNTED RADIO			STD
750-002	(2) RADIO SPEAKERS IN CAB			STD
753-998	NO AM/FM RADIO ANTENNA			STD
749-998	NO CB RADIO MOUNTING PROVISION			STD
75W-002	SHARKFIN MULTI-BAND ANTENNA, RIGHT HAND BIAS ROOF MOUNTING LOCATION: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS			STD
78C-998	NO DIGITAL SATELLITE AUDIO RECEIVER ANTENNA			
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
813-1C8	DETROIT CONNECT PLATFORM HARDWARE			STD
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES			N/C
6TS-009	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL (1) CENTER OF BACKWALL/PASSENGER SIDE BAGGAGE COMPARTMENT			
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP			STD

Data Code	Description	Weight Front	Weight Rear	Retail Price
81Y-006	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS AND SERVICE BRAKES			
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN			STD
883-998	NO TRAILER HAND CONTROL BRAKE VALVE			STD
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS			N/C
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT			STD
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY			STD
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR			STD
Design				
065-000	PAINT: ONE SOLID COLOR			STD
Color				
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
963-003	STANDARD E COAT/UNDERCOATING			STD
Certification / Compliance				
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
Secondary Factory Options				
999-047	JACKSHAFT ASSEMBLIES ARE FOR TEMPORARY USE AND SHOULD ONLY BE USED FOR SHIPPING TO THE CUSTOMER/BODY BUILDER			N/C

T O T A L V E H I C L E S U M M A R Y

Adjusted List Price


VACTOR
2100i
Jetting
Vacuum
AVISO
NOTICE
CAUTION
WARNING
DANGER
VACTOR
2100i




WARNING
WARNING


VACTOR
2100i
VACTOR


KANSAS CITY
WATER SERVICES

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing purchase of Bulk Road Paint for use by the Caldwell Street Department

Summary Statement:

Approve the purchase of Bulk Road Paint from Ennis Flint, Inc. for use by the Caldwell Street Department:

White: 8 totes (250 gallons each)
Yellow: 6 totes (250 gallons each)

The Street Department Superintendent and Purchasing Coordinator have reviewed the attached documents and recommend that this purchase be approved.

Recommended Action:

Approve the attached resolution authorizing the purchase of Bulk Road Paint from Ennis Flint, Inc. for use by the Caldwell Street Department.

Budget: Budgeted

Cost Impact:	$50,546.50
Funding Source:	05-8-40-380-66390
Timeline:	Expected arrival and payment in 2026

Attachments:

1. BULK ROAD PAINT_QUOTE
2. BULK ROAD PAINT_CONTRACT TRANSFER SHEET

To: | Fax or Email: Anita White <awhite@cityofcaldwell.org>

Ennis-Flint, Inc.
Ennis Paint Division
4161 Piedmont Parkway, Suite 370
Greensboro, NC 27410
United States of America
(800) 331-8118

<< QUOTE >>

QUOTE DATE 4/2/2026
QUOTE NO 00677335
CURRENCY ID USD

SOLD TO
90161
CITY OF CALDWELL / ID
ATTN: STREET DEPT
PO BOX 1179
CALDWELL, ID 83606-1177

SHIP TO
DEFAULT
CITY OF CALDWELL/ ID
STREETS DEPT
1311 N. 3RD AVE
GENERAL DELIVERY
CALDWELL, ID 83605

CONTRACT NUMBER BPO20221126

TOTAL DUE 50,546.50

CSSR	SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
CSG	99		5/2/2026	4/2/2026	00677335	4/2/2026		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 30 Days	QUOTE ONLY		DAP

ITEM ID	LOCATION	QUANTITY	UOM	QUOTE PRICE	EXT QUOTE PRICE
981211-AMC250	SLM	2,000.000000	GL	14.366000	28,732.00
WB WHT ID HB FAST DRY Package in Asset Poly Sq 4 way tote filled to 250 GL.					
981212-AMC250	SLM	1,500.000000	GL	14.543000	21,814.50
WB YEL ID HB FAST DRY Package in Asset Poly Sq 4 way tote filled to 250 GL.					
D	SLM	1.000000	NA	0.000000	0.00
Order Notes QUOTE ONLY					

PREPARED BY:
CRYSTAL GENTRY
CGENTRY@PPG.COM

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
0.00	50,546.50	0.00	0.00	0.00	50,546.50

All sales are subject to the Ennis-Flint, Inc. Standard Terms and Conditions of Sale. A copy can be found on the Ennis-Flint website, currently at https://www.ennisflint.com/terms-conditions. For remittance by credit card, a 3% transaction fee will be assessed. Discounts do not apply to Freight and Other Miscellaneous Charges.

ENNIS-FLINT by PPG

Contract Transfer Sheet

(Internal Use Only)

CA: Sonji Mock
CSS: SONJI MOCK
RSM: JEREMY CROW

Updated 4/9/25
Reason for change: renewal with increase

Entity: Idaho Department of Transportation
Contract No: BPO20221126
Current Expiration: 5/15/2026
Contract Start: 5/16/2022
Contract Title: Standard Waterborne Traffic Paint
Product(s): Waterborne Traffic Paint

Cust. ID: Varies by Location
Bid No: ITB16000624
Renewals: 1 of 4 Remaining (1-year each)
Holder: Ennis-Flint, Inc.

Entity Contract Administrator

Address: Idaho Department of Transportation
Purchasing Officer, Division of Purchasing
650 W State Street, B-15
Boise, ID 83702

Contact: Megan Vaudrin
Phone: (208) 334-8606
Fax:
Email: megan.vaudrin@itd.idaho.gov

Shipping Information

Address: Varies - Confirm at Time of Order

Contact:
Phone:
Fax:
Email:

Freight Terms: Other (Specify in Notes Section)
Delivery ARO: 30 Calendar Day ARO

Order Instructions

Confirm receipt of each order and provide an estimated delivery date, in writing, back to the District placing the order within 24 hours ARO.
24-Hour Delivery Notice
Receiving Hours Mon.-Fri. from 8AM to 4PM
SDS required with each delivery
Contractor responsible for loading and unloading at all locations except each district headquarters' delivery point. Excluded locations are shipments to the following delivery cities: Coeur d'Alene, Lewiston, Boise, Shoshone, Rupert, Pocatello, and Rigby.

Customer Level: IDDOT-P

Miscellaneous Notes

Cooperative Purchasing: Permitted
Freight: FOB Destination for DOT and tote only orders; any Less-Than-Truckload orders containing drums or pails will be subject to a freight charge for cities and counties.
Insurance: Upon each renewal, a new insurance certificate must be sent to the Contract Administrator.
Usage Reports: No Usage Fees beginning with this contract.
Price Adjustments: Price adjustments may be considered after 6 months of initial term and every 6 months thereafter. Minimum of 60 calendar days advance written notice of price increase is required. Must include sufficient documentation of industry wide increases. Increases shall not be more than increase in PPI PCU32551032551072. On a case by case basis, IDT may grant a request for more.
Tote returns: pickups required within 21 calendar days of notification
Replacements: Corrective action must not exceed 10 calendar days after written notification from ITD

Products

Item No.	Product Code	Description	Packaging	Source Plant	Unit of Measure	Contract Price Effective 4/9/25	Expired 4/8/25	Expired 5/15/2023
1	~~981211-AMC250~~	~~WB WHT ID HB FAST DRY~~	~~250G Tote~~	~~BKF~~	~~Gallon~~	~~$ 14.366~~	~~13.566~~	~~$ 13.216~~
1	~~981211-AMD275~~	~~WB WHT ID HB FAST DRY~~	~~275G Tote~~	~~BKF~~	~~Gallon~~	~~$ 14.366~~	~~13.566~~	~~$ 13.216~~
2	~~981212-AMC250~~	~~WB YEL ID HB FAST DRY~~	~~250G Tote~~	~~BKF~~	~~Gallon~~	~~$ 14.543~~	~~13.743~~	~~$ 13.393~~
2	~~981212-AMD275~~	~~WB YEL ID HB FAST DRY~~	~~275G Tote~~	~~BKF~~	~~Gallon~~	~~$ 14.543~~	~~13.743~~	~~$ 13.393~~
1	981211-AMC250	WB WHT ID HB FAST DRY	250G Tote	SLM	Gallon	$ 14.366	13.566	
1	981211-AMD275	WB WHT ID HB FAST DRY	275G Tote	SLM	Gallon	$ 14.366	13.566	
2	981212-AMC250	WB YEL ID HB FAST DRY	250G Tote	SLM	Gallon	$ 14.543	13.743	
2	981212-AMD275	WB YEL ID HB FAST DRY	275G Tote	SLM	Gallon	$ 14.543	13.743	

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Dedication of Sewer, Water, Pressure Irrigation, Storm Drain and Street Light Facilities in the Shadow Glen Subdivision, Phase No. 6

Summary Statement:

In accordance with the requirement that sewer, water, pressure irrigation and street light improvements, along with certain storm drain conveyance facilities in the right-of-way in the Shadow Glen Subdivision, Phase No. 6, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

1. Letter from Hayden Homes Idaho, LLC., requesting the dedication of sewer, water, pressure irrigation, storm drain and street light facilities in the Shadow Glen Subdivision, Phase No. 6.
2. Engineer's certificate from Ardurra affirming that the facilities were constructed according to approved plans.
3. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

Recommended Action:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Dedication M&R 2024 _ 2-year Warranty
2. 1&2. Dedication & Annexation Request Letter - Shadow Glen No.6.V2
3. 4. 240161-Engineers Certificate-Signed-260402
4. 4. 240161-Engineers letter-260402
5. 4. Geotek certification 2060-ID - Shadow Glen 6 - Final Report
6. 3. Shadow Glen 6 -QLPE

MEMORANDUM

TO: Caldwell City Council

Meeting Date: April 20, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Dedication of Sewer, Water, Pressure Irrigation, Storm Drain and Street Light Facilities in the Shadow Glen Subdivision, Phase No. 6

Department Submittals	*X to mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering	X	NMPB
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT:	$0.00
FUNDING SOURCE:	
TIMELINE:	

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

In accordance with the requirement that sewer, water, pressure irrigation and street light improvements, along with certain storm drain conveyance facilities in the right-of-way in the Shadow Glen Subdivision, Phase No. 6, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from Hayden Homes Idaho, LLC., requesting the dedication of sewer, water, pressure irrigation, storm drain and street light facilities in the Shadow Glen Subdivision, Phase No. 6.
B. Engineer's certificate from Ardurra affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF SEWER MAIN, WATER MAIN, PRESSURE IRRIGATION MAIN LINES, STREET LIGHTS AND CERTAIN STORM DRAIN CONVEYANCE FACILITIES LOCATED IN THE RIGHT-OF-WAY IN THE SHADOW GLEN SUBDIVISION, PHASE NO. 6, TO SAID CITY BY HAYDEN HOMES IDAHO, LLC. IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from Hayden Homes Idaho, LLC., the dedication of sewer main lines, water main lines, pressure irrigation main lines, storm drain lines and streetlights within the Shadow Glen Subdivision Phase No. 6, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

Shadow Glen, Phase No. 6

1. 1757 LF 8” Water Main
2. 52 LF 6” Water Main
3. 8 EA 8” Water Valves
4. 4 EA 6” Water Valves
5. 3 EA Single Water Meters
6. 16 EA Double Water Meters
7. 4 EA Fire Hydrants
8. 37 EA Pressure Irrigation Services
9. 1466 LF 4” Pressure Irrigation Main
10. 3 EA 4” Pressure Irrigation Valves
11. 1526 LF 8” Sewer Main
12. 10 EA 48” Sewer Manhole
13. 44 LF 12” Storm Drain Main
14. 5 EA Street Lights

Be It Also Resolved That the City of Caldwell’s acceptance of said facilities is subject to cancellation if said improvements are found to be defective. Said improvements are considered to be defective if it is found that construction is not in accordance with Idaho Standards for Public Works Construction (2015) and City of Caldwell Supplemental Specifications. This cancellation will occur if said lines are determined defective within two years after the effective date of this resolution and Hayden Homes Idaho, LLC. or their assigns do not correct the defective work.

The Clerk of the City of Caldwell is hereby directed to submit this resolution to the County recorder of Canyon County, Idaho for recordation, and that a copy of said recorded document be forwarded by the City Clerk to the Engineering Department of said City of Caldwell for preservation in an index of Dedications.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 20th day of April, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 20th day of April, 2026.

Approved By:

_____
Eric Phillips, Mayor

Attest:

_____
Kristina Buchan, City Clerk

February 27, 2026

Noah Briggs
City of Caldwell
205 S. 6th Ave.
Caldwell, ID 83605

RE: Shadow Glen Subdivision No. 6
Request for Dedication and Annexation

Dear Noah:

The purpose of this letter is to request the dedication of the public infrastructure improvements for the above-mentioned subdivision to the City of Caldwell.

I am also requesting annexation of the irrigation system into the Caldwell Municipal Irrigation District (CMID) system.

Thank you for your consideration and should you have any questions or require additional information please feel free to contact me at (208) 230-8828 or mcooley@hayden-homes.com

Sincerely,

Matt Cooley

Matthew Cooley
Hayden Homes Idaho, LLC.
Regional Land Development Manager

ENGINEER'S CERTIFICATE
(City of Caldwell)

Shadow Glen No. 6
Name of Subdivision

Hayden Homes Idaho, LLC.
Developer

John Carpenter
Engineer

I hereby certify the following:

1. Trench backfill compaction testing was performed per ISPWC 2015. See attached letter from Geotek.

2. Construction was performed substantially to the lines and grades shown in the approved plans or as approved by the City Engineer

3. Based on tests performed, the asphalt pavement meets the ISPWC 2015. See attached letter from Geotek.

4. Survey points indicated on the final plat are in place as of the date of this certification.

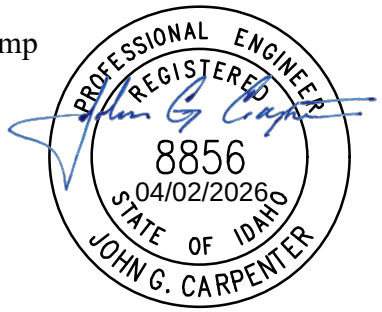
5. An electronic copy of the approved record drawings have been submitted to the city.

Any of the above items which cannot be fully certified are explained on a separate sheet of paper and attached hereto and stamped by the Engineer of Record. See attached letter dated 04/02/2026.

Signature of Engineer / Representative

04/02/2026
Date

Engineer's Stamp



ARDURRA

April 02, 2026

To Steve Pendleton

RE: Shadow Glen No. 6 Engineers Letter

Steve,

This letter is to supplement the requested Engineers letter for Shadow Glen No. 6.

Geotek has provided testing related to items 1 and 3 of the Engineer's certification; their letter is attached.

Lines and grades of the sewer and water were verified with the as-built survey.

All inspections are assumed to be conducted by the city of Caldwell as outlined in the attached Pre-Con notes for the project.

Based upon the limited as-built data, and limited site visits, the project appears to meet the intent of the plans and specifications.

At the time of signing this letter landscaping had not been completed.

Thank you,

John G. Carpenter, P.E

GeoTek, Inc.
320 East Corporate Drive Suite 300 Meridian, ID 83642-3511
(208) 888-7010 Office (208) 888-7924 Fax www.geotekusa.com

April 1, 2026

HAYDEN HOMES
2464 SW Glacier Place, Suite 110
Redmond, OR 97756

FINAL INSPECTION LETTER
SHADOW GLEN PHASE 6
CALDWELL, IDAHO
GEOTEK, INC. PROJECT NO. 2060-ID

GeoTek, Inc. performed and completed the client-scheduled inspection and construction material testing services for the Shadow Glen Phase 6 project and work requesting inspection was inspected, reported and found to be in compliance, to the best of my knowledge, with the approved construction documents, the International Building Code (IBC), Canyon County, and the City of Caldwell Building Department requirements. Work requested for inspection includes trench backfill compaction testing (per ISPWC 2015), concrete testing and sampling, and asphalt testing (per ISPWC 2015). GeoTek, Inc. assumes no responsibility or liability for work, testing, or recommendations performed or provided by others.

The requested inspections and tests were fulfilled and reported to the best of my knowledge and are in conformance with the approved design drawings, specifications, approved change orders/revisions and the applicable workmanship provisions of the IBC. I certify that I have reviewed this Final Inspection Letter and found it to be accurate, true and complete to the best of my knowledge.

REGISTERED DESIGN PROFESSIONALS SEAL HERE



Digitally signed by Kyle C. Miley
DN: cn=Kyle C. Miley gn=Kyle C. Miley c=US United States l=US United States o=GeoTek e=kmiley@geotekusa.com
Reason: I have reviewed this document
Location:
Date: 2026-04-01 12:53-06:00

State of Idaho
Department of Environmental Quality
1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REVIEW AND APPROVAL CHECKLIST

About this form

- This checklist is optional to use and is guidance from DEQ to qualified licensed professional engineers (QLPE). This checklist describes the required elements of a QLPE project transmittal letter and is intended to assist DEQ in the tracking of drinking water and wastewater projects, as well as assist the QLPE in reviewing and approving certain types of Plans and Specifications.
- This checklist should be filled out by the qualified licensed professional engineer (QLPE) when the QLPE is reviewing and approving a project for construction under Idaho Code § 39-118(2)(d). If the project requires DEQ approval prior to construction, the QLPE shall direct the Design Engineer to submit the plans and specifications through the normal DEQ review process.
- This checklist may be used in place of a transmittal letter from the QLPE.
- This and other design checklists are available at any DEQ regional office or online at http://www.deq.state.id.us/water/assist_business/engineers/checklists.cfm.
- **The other checklists include additional information about submitting a package of plans and specifications for DEQ review.**

I. GENERAL PROJECT INFORMATION

1 Project Name: Shadow Glen Subdivision, Phase No. 6

2 Approving Authority*: City of Caldwell

3 Qualified Licensed Professional Engineer:

Name: Hallie Hart, P.E.

Employer: City of Caldwell

4 This approval is for:

☑ Public drinking water system simple water main extension

☑ Public sewer system simple wastewater main extension

5 Design Engineer

Name: Colin Ronhaar, P.E.

Employer: Ardurra

6 Project Owner or Developer: (Please provide exact name of owner or authorized representative)

Name: Matt Cooley

Firm: Hayden Homes Idaho, LLC

Address: 1020 N Hickory Ave, Suite 100

City: Meridian State: ID ZIP:83462

* Approving Authority refers to the City, County, Quasi-Municipal Corporation, or Regulated Public Utility that is approving the plans and specifications per Idaho Code 39-118(2)(d).

II. REQUIRED CERTIFICATIONS

Checklist Item	Yes
A) I am the QLPE representing the Approving Authority.	☑
B) This project consists of simple wastewater main extension(s), simple water main extension(s), or both. It complies with the current facility plan or preliminary engineering report. The water or wastewater system has adequate capacity for the project. (If required, please include declining balance spreadsheet to demonstrate capacity)	☑
C) The Approving Authority has committed to serve this project and has reserved capacity for it. (Attach separate will serve letter or other documentation if needed.)	☑
D) The Approving Authority will own and operate the project upon completion of construction. (Attach separate letter or other documentation if needed.)	☑
E) I have reviewed the plans and specifications and verified that they comply with the facility and design standards (IDAPA 58.01.08 and IDAPA 58.01.16) and engineering standards of care.	☑

III. PLAN & SPECIFICATION APPROVAL

Checklist Item	Yes
A) As the QLPE for the Approving Authority, I have approved the plans and specifications for construction. I am not the design engineer, nor was I otherwise involved in the design.	☑
B) The plans and specifications have been marked as "Approved for Construction", and a copy of the approved plans were transmitted to DEQ with this checklist.	☑
C) The plans are for simple wastewater main extension(s), simple water main extension(s), or both. No mechanical systems such as drinking water sources, treatment facilities, booster stations, storage facilities, or wastewater systems such as lift stations or treatment works are included with this project. **	☑
D) This extension project will connect to: 1) Existing drinking water and/or wastewater mains owned by the Approving Authority.	☑
OR	
2) A future main(s) not existing at the time of approval. The future main(s) will be owned by the Approving Authority. In such cases, sanitary restrictions will remain in force.	☐

** Portions of a project that require DEQ approval must be approved by DEQ prior to the QLPE approval of the drinking water or wastewater extensions. Alternatively, the drinking water and/or wastewater extensions may be submitted to DEQ for approval of the entire project.

IV. SANITARY RESTRICTIONS

If the project includes drinking water and wastewater main extensions that will be reviewed and approved separately, the two Approving Agencies must coordinate the review and approval as it pertains to the lifting of sanitary restrictions.

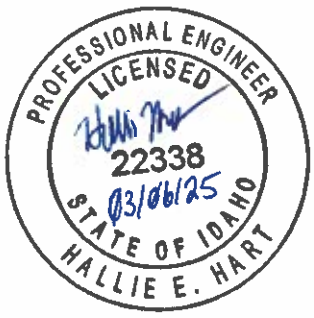
Recommendation	Yes
I have reviewed and approved all drinking water and wastewater improvements included in this project, and I recommend that the district health department release sanitary restrictions.	☑
OR	
I have reviewed and approved only the drinking water ☐ wastewater ☐ (check one) improvements included in this project, and I recommend that the district health department release sanitary restrictions once they receive the approval from the other Approving Authority.	☐
OR	
I recommend that the district health department leave sanitary restrictions in place.	☐

V. NOTE ON RULES AND STANDARDS

This checklist addresses the majority of common items from the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08), the Wastewater Rules (IDAPA 58.01.16, for QLPE approval of projects. However, this checklist is not all-inclusive, and users are expected to fully understand the rules and standards, apply them where necessary, and request interpretations from DEQ if there are any questions. DEQ regional offices may have additional written information that will assist in the design/approval process.

VI. QLPE CERTIFICATION

All responses indicated on the checklist above are accurately reflected in the attached Plans and Specifications.



QLPE's, Signature, Date and Seal

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Dedication of Sewer mainlines as part of Kimball Trunk Sewer Extension project

Summary Statement:

In accordance with the requirement that sewer main line as part of the Kimball Trunk Sewer Extension, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

1. Letter from Toll Brothers, requesting the dedication of sewer main line as part of the Kimball Trunk Sewer project.
2. Engineer's certificate from JUB Engineers affirming that the facilities were constructed according to approved plans.
3. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

Recommended Action:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Dedication M&R Kimball Sewer Trunk Extension

2. 1. 20260311 - Verbena Ranch Trunkline - Caldwell - Dedication request
3. 3. QLPE
4. 4. 2026-02-02_4 - Engineers Certificate 2026

MEMORANDUM

TO: Caldwell City Council

Meeting Date: April 20, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Dedication of Sewer main line as part of Kimball Trunk Sewer Extension project.

Department Submittals	*X to mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering	X	JC
Mapping		
Parks and Recreation		
Airport		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT:	$0.00
FUNDING SOURCE:	
TIMELINE:	

Finance Review ☐ ***Budgeted*** ☐ ***Not Budgeted*** ☐

SUMMARY STATEMENT:

In accordance with the requirement that sewer main line as part of the Kimball Trunk Sewer Extension, be public facilities, the developer has requested the dedication of these facilities to the City of Caldwell. Attached to this memorandum are the following documents.

A. Letter from Toll Brothers, requesting the dedication of sewer main line as part of the Kimball Trunk Sewer project.
B. Engineer's certificate from JUB Engineers affirming that the facilities were constructed according to approved plans.
C. Letter from the City of Caldwell to the State Division of Environmental Quality indicating City's approval of proposed improvement plans.

Also attached to this memorandum is a proposed resolution of City Council accepting the dedication of certain facilities to the City

RECOMMENDED ACTION:

It is the recommendation of the Engineering Department that the Council favorably consider this request for dedication of the facilities and approve the resolution as submitted.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF CALDWELL, IDAHO ACCEPTING DEDICATION OF SEWER MAIN LINE FACILITIES LOCATED IN THE RIGHT-OF-WAY IN THE KIMBALL TRUNK SEWER EXTENSION, TO SAID CITY BY TOLL BROTHERS IN ACCORDANCE WITH PROCEDURES ESTABLISHED IN CITY RESOLUTION NO. 4-94

Be It Resolved that the City of Caldwell, Idaho hereby accepts from Toll Brothers, the dedication of sewer main lines as part of Kimball Trunk Sewer Extension, and which facilities include the following appurtenances exclusively of service lines:

DESCRIPTION

Kimball Trunk Sewer Extension

1. 636 LF 18" Sewer Main
2. 2653 LF 10" Sewer Main
3. 12 EA 48" Sewer Manhole

Be It Also Resolved That the City of Caldwell's acceptance of said facilities is subject to cancellation if said improvements are found to be defective. Said improvements are considered to be defective if it is found that construction is not in accordance with Idaho Standards for Public Works Construction (2015) and City of Caldwell Supplemental Specifications. This cancellation will occur if said lines are determined defective within two years after the effective date of this resolution and Toll Brothers or their assigns do not correct the defective work.

The Clerk of the City of Caldwell is hereby directed to submit this resolution to the County recorder of Canyon County, Idaho for recordation, and that a copy of said recorded document be forwarded by the City Clerk to the Engineering Department of said City of Caldwell for preservation in an index of Dedications.

PASSED BY COUNCIL of the City of Caldwell, Idaho, this the 20th day of April, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this the 20th day of April, 2026.

Approved By:

_____

Eric Phillips, Mayor

Attest:

_____

Kristina Buchan, City Clerk

Toll Brothers®
LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

March 16, 2026

City of Caldwell
205 South 6th Avenue
Caldwell, Idaho 83605

RE: Verbena Ranch Kimball Sewer Trunkline – Dedication Request of Public Facilities

To Whom It May Concern,

I, Mohammad Khan, on behalf of Toll Southwest LLC, as the developer of Verbena Ranch Kimball Sewer Trunkline, hereby request that the City of Caldwell accept dedication of all public utilities constructed as part of this development.

Sincerely,

Mohammad Khan
Sr. Land Development Manager, Idaho
Toll Brothers

3103 W Sheryl Drive, Suite 100, Meridian ID 83642
Phone: (208) 424-0020 Fax: (208) 424-0030

State of Idaho
Department of Environmental Quality
1410 North Hilton • Boise, Idaho 83706 • (208) 373-0502

QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REVIEW AND APPROVAL CHECKLIST

About this form

- This checklist is optional to use and is guidance from DEQ to qualified licensed professional engineers (QLPE). This checklist describes the required elements of a QLPE project transmittal letter and is intended to assist DEQ in the tracking of drinking water and wastewater projects, as well as assist the QLPE in reviewing and approving certain types of Plans and Specifications.
- This checklist should be filled out by the qualified licensed professional engineer (QLPE) when the QLPE is reviewing and approving a project for construction under Idaho Code § 39-118(2)(d). If the project requires DEQ approval prior to construction, the QLPE shall direct the Design Engineer to submit the plans and specifications through the normal DEQ review process.
- This checklist may be used in place of a transmittal letter from the QLPE.
- This and other design checklists are available at any DEQ regional office or online at http://www.deq.state.id.us/water/assist_business/engineers/checklists.cfm.
- **The other checklists include additional information about submitting a package of plans and specifications for DEQ review.**

I. GENERAL PROJECT INFORMATION

1 Project Name: Kimball Trunk Sewer Extension

2 Approving Authority*: City of Caldwell

3 Qualified Licensed Professional Engineer:

Name: Hallie Hart

Employer: City of Caldwell

4 This approval is for:

☐ Public drinking water system simple water main extension

☒ Public sewer system simple wastewater main extension

5 Design Engineer

Name: Brad Watson

Employer: J-U-B Engineers

6 Project Owner or Developer: (Please provide exact name of owner or authorized representative)

Name: Martin Taylor

Firm: Toll Brothers

Address: 3103 W. Sheryl Drive

City: Meridian State: Idaho ZIP: 83642

* Approving Authority refers to the City, County, Quasi-Municipal Corporation, or Regulated Public Utility that is approving the plans and specifications per Idaho Code 39-118(2)(d).

II. REQUIRED CERTIFICATIONS

Checklist Item	Yes
A) I am the QLPE representing the Approving Authority.	☒
B) This project consists of simple wastewater main extension(s), simple water main extension(s), or both. It complies with the current facility plan or preliminary engineering report. The water or wastewater system has adequate capacity for the project. (If required, please include declining balance spreadsheet to demonstrate capacity)	☒
C) The Approving Authority has committed to serve this project and has reserved capacity for it. (Attach separate will serve letter or other documentation if needed.)	☒
D) The Approving Authority will own and operate the project upon completion of construction. (Attach separate letter or other documentation if needed.)	☒
E) I have reviewed the plans and specifications and verified that they comply with the facility and design standards (IDAPA 58.01.08 and IDAPA 58.01.16) and engineering standards of care.	☒

III. PLAN & SPECIFICATION APPROVAL

Checklist Item	Yes
A) As the QLPE for the Approving Authority, I have approved the plans and specifications for construction. I am not the design engineer, nor was I otherwise involved in the design.	☒
B) The plans and specifications have been marked as "Approved for Construction", and a copy of the approved plans were transmitted to DEQ with this checklist.	☒
C) The plans are for simple wastewater main extension(s), simple water main extension(s), or both. No mechanical systems such as drinking water sources, treatment facilities, booster stations, storage facilities, or wastewater systems such as lift stations or treatment works are included with this project. **	☒
D) This extension project will connect to: 1) Existing drinking water and/or wastewater mains owned by the Approving Authority.	☒
OR	
2) A future main(s) not existing at the time of approval. The future main(s) will be owned by the Approving Authority. In such cases, sanitary restrictions will remain in force.	☐

** Portions of a project that require DEQ approval must be approved by DEQ prior to the QLPE approval of the drinking water or wastewater extensions. Alternatively, the drinking water and/or wastewater extensions may be submitted to DEQ for approval of the entire project.

IV. SANITARY RESTRICTIONS

If the project includes drinking water and wastewater main extensions that will be reviewed and approved separately, the two Approving Agencies must coordinate the review and approval as it pertains to the lifting of sanitary restrictions.

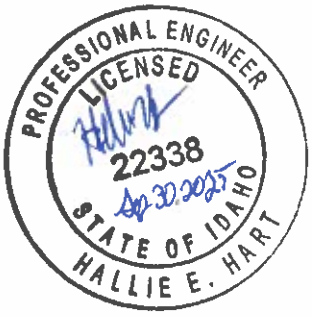
Recommendation	Yes
I have reviewed and approved all drinking water and wastewater improvements included in this project, and I recommend that the district health department release sanitary restrictions.	☐
OR	
I have reviewed and approved only the drinking water ☐ wastewater ☒ (check one) improvements included in this project, and I recommend that the district health department release sanitary restrictions once they receive the approval from the other Approving Authority.	☒
OR	
I recommend that the district health department leave sanitary restrictions in place.	☐

V. NOTE ON RULES AND STANDARDS

This checklist addresses the majority of common items from the Idaho Rules for Public Drinking Water Systems (IDAPA 58.01.08), the Wastewater Rules (IDAPA 58.01.16, for QLPE approval of projects. However, this checklist is not all-inclusive, and users are expected to fully understand the rules and standards, apply them where necessary, and request interpretations from DEQ if there are any questions. DEQ regional offices may have additional written information that will assist in the design/approval process.

VI. QLPE CERTIFICATION

All responses indicated on the checklist above are accurately reflected in the attached Plans and Specifications.



QLPE's, Signature, Date and Seal

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

CITY OF
Caldwell, Idaho

ENGINEER'S CERTIFICATION FORM
(City of Caldwell)

Kimball Offsite Sewer - Verbena
Name of Subdivision

Toll Brothers
Developer

Brad Watson, P.E., J-U-B ENGINEERS, Inc.
Engineer of Record

I hereby certify the following:

1. Trench backfill compaction testing was performed per ISPWC 2015.
2. Construction was performed substantially to the lines and grades shown in the approved plans or as approved by the City Engineer.
3. Based on tests performed, the asphalt pavement meets the standards of ISPWC 2015.
4. Survey points indicated on the final plat are in place as of the date of this certification.
5. An electronic copy of the approved record drawings has been submitted to the city.

Any of the above items which cannot be fully certified are explained on a separate sheet of paper and attached hereto and stamped by the Engineer of Record.

See Attached
Signature of Engineer / Representative

2/2/2026
Date

Engineers Stamp

Items #3 and #4 were not designed or performed under the direction of the undersigned. I hereby certify that Items #1, #2, and #5 have been or are concurrently submitted by the undersigned.

Brad R. Watson

Signature of Engineer/Representative

2-02-2026

Date



Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approval of Memorandum of Understanding with Highway District 4 — Replacement of Ward Road/Mason Creek Bridge

Summary Statement:

The existing Ward Road bridge over Mason Creek is in serious deteriorating condition. Highway District 4 and Caldwell have agreed to share in the costs of replacing this structure. HD4 will design and construct the replacement bridge during FY2028, and Caldwell will obtain the necessary right-of-way and pay for 70% of the construction materials. Estimated costs to Caldwell are $100,000 for right-of-way acquisition and $400,000 for our percentage of materials.

Recommended Action:

Approve the MOU with Highway District 4 for the shared costs of replacing the Ward Road/Mason Creek Bridge

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. DOC041426-04142026084314

MEMORANDUM OF UNDERSTANDING

Replacement of
Ward Road Bridge over Mason Creek

This Memorandum of Understanding ("MOU") is made and executed between The City of Caldwell, a municipal corporation located in Canyon County, State of Idaho, hereinafter referred to as "CALDWELL", and Highway District No. 4, a highway district organized and existing by virtue of Chapter 13 of Title 40 Idaho Code, and whose boundaries are within Canyon County, State of Idaho, hereinafter referred to as "HD4", both of which are parties to this MOU and hereinafter referred to as the "Parties".

Recitals

WHEREAS, Mason Creek crosses under Ward Road through a large corrugated metal culvert, 0.46 miles north of State Highway 20; and

WHEREAS, said culvert is in poor condition and does not have the capacity to allow large creek flows through it, causing the backup of water and potential flooding; and

WHEREAS, CALDWELL and HD4 believe it to be in the public interest to replace said culvert with a larger bridge structure with the capacity to safely pass creek flows at high water events; and

WHEREAS, Ward Road will likely be widened in the near future to accommodate growth; and

WHEREAS, HD4 has obtained hydraulic modeling and performed engineering design for a new concrete bridge structure to replace the existing deficient culvert; and

WHEREAS, CALDWELL and HD4 believe it to be in the public interest to cooperate in a project to improve the capacity and safety of this creek crossing; and,

WHEREAS, this section of Ward Road is included in the November 2020 Exchange Maintenance of Highways Agreement (EMA) between HD4 and CALDWELL, which assigns maintenance of Ward Road to CALDWELL and also provides for Parties to facilitate the design, finance, and construction of such Highway Improvements;

NOW THEREFORE, be it understood that CALDWELL and HD4 understand and agree to the following:

1. The Parties will cooperate in a project to replace the Mason Creek culvert under Ward Road with a new concrete bridge structure, which will include design, right-of-way acquisition, and construction, hereinafter referred to as "Project".

2. The date of construction will be determined by completion of the design and right-of-way acquisition process, and funding availability. Barring unforeseen circumstances, a realistic project schedule is anticipated as follows:

    a. Design and right-of-way acquisitions in year 2026-2027.
    b. Construction in year 2027-2028, from November to March (low-flow).

3. HD4 shall be the lead agency, have the role and responsibility of project manager, and serve as the lead for the preparation of design drawings and right-of-way acquisition documents and any necessary construction inspection. HD4 will further act as the contractor for the Project. HD4 will bear the costs and staff time associated with this role, except as otherwise stated herein. HD4 will retain this role and responsibility until project completion, regardless of annexations, unless otherwise agreed to by separate agreement or amendment to this MOU.

4. HD4 shall be responsible for administration of the project including review and payment of invoices and project status reports. HD4 shall designate a project manager who will serve as the coordinator and point of contact for the Project. CALDWELL shall designate a representative to serve as their respective point of contact and participate in Project related meetings, negotiations, and reviews.

5. CALDWELL shall acquire appraisals and negotiate and purchase all right-of-way necessary for the project, based on right-of-way documents provided by HD4.

6. Costs to each Party shall be as follows:

    a. Design, Right-of-Way Plans, Permits and Project Management – HD4
    b. Right-of-way Acquisition – CALDWELL
    c. Construction Labor, Equipment and Traffic Control– HD4
    d. Construction Materials – 30% HD4 and 70% CALDWELL
    e. Relocation of City Utilities, as necessary – CALDWELL
    f. Relocation of Other Utilities, as necessary – 30% HD4 and 70% CALDWELL

7. HD4 shall pay all costs for items as listed in 6.a, c, d and f. They will invoice CALDWELL their prorated share of items listed in 6.d and f. CALDWELL shall pay all costs for items listed in 6.b and 6.e and reimburse HD4 for 70% of all costs for items listed in 6.d and f. HD4 shall invoice CALDWELL on a monthly basis or less frequency as agreed to by the Parties. Payments on invoices shall be remitted to HD4 by CALDWELL within thirty (30) days of receipt.

8. Design and construction of the Project will be per HD4 and CALDWELL standards.

9. Once the project is built, CALDWELL will assume responsibility for and bear the costs of operation and maintenance of the bridge and any illumination and landscaping.

10. In the event any provision or section of this MOU conflicts with applicable law, or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

11. This MOU shall be governed and interpreted by the laws of the State of Idaho.

12. The parties intend that this MOU shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the parties hereto.

13. No party may assign this MOU, or any interest therein, without written consent of the other parties; and in the event of assignment, this MOU shall inure to and be binding upon the parties hereto as well as their successors, assigns, departments and agencies.

14. The Parties will maintain their own separate insurance and responsibility for liabilities as particularly associated with each entity's own assigned tasks or functions as identified in this MOU.

15. This MOU shall become effective on the date signed by all parties and continue henceforth from said date.

MEMORANDUM OF UNDERSTANDING

Replacement of
Ward Road Bridge over Mason Creek

This MOU is entered into by the parties as follows:

Dated the _____ day of _____, 2026.

CITY OF CALDWELL, IDAHO

_____
Eric Phillips, Mayor

Attest:

_____
City Clerk

Dated the 8th day of April, 2026.

HIGHWAY DISTRICT NO. 4

_____
Rick Youngblood, Chairman

Attest:

Angela J Harrold
Secretary

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Deferral Agreement between Iron Eagle Industrial LLC and the City of Caldwell

Summary Statement:

This agreement will allow for the deferral of public improvements including curb, gutter, sidewalk, half street section, asphalt paving, 15' landscape buffer, storm water drainage facilities and street lights for the frontage along 5521 Aviation. The full frontage of 5521 Aviation Way (Parcel # R0307050200) consists of 742.8 linear feet +/-. Deferral of said improvements is being proposed because there are no such improvements within 300' of said property.

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. 5521 Aviation Way signed Deferral Agreement

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION RE: INDIVIDUAL LOT DEVELOPMENT

THIS AGREEMENT is made and entered into this 1st of April 2026, by and between THE CITY OF CALDWELL, a municipal corporation and political subdivision, organized and existing by virtue of the laws of the State of Idaho hereinafter referred to as "City", and IRON EAGLE INDUSTRIAL LLC, a limited liability company, of Caldwell, ID, hereinafter referred to as "OWNERS".

RECITALS:

A. Chapter 12, Article 17, of the Caldwell City Code governs development standards in the area of streets, alleys, and street lighting, the dedication of right-of-way, water and disposal of sanitary sewage, stormwater, surface water and other drainage, the installation of curbs, gutters and sidewalks, the connection to city sewer and water systems (when available), and other related areas.

B. Owners/Developers is the owner of, and is desirous of placing infrastructure improvements upon a tract of land hereby described in **Exhibit "A"** attached hereto and by this reference incorporated herein, in connection with the development of said property, which property is located in or near the City of Caldwell, County of Canyon, State of Idaho, and is hereinafter referred to as "real property", and which infrastructure improvements are described in **Exhibit "B"** and hereinafter referred to as the "proposed infrastructure improvements". Owners development of the property requires the construction of water, sewer, curb, gutter and sidewalks, the construction grading and paving of streets and storm drainage, as is appropriate to the proposed improvement, in accordance with the plans approved by the City of Caldwell Engineer, infrastructure policy, and other applicable laws, ordinances, rules or regulations of the City of Caldwell.

C. Chapter 12, Article 17, of the Caldwell City Code provides for the execution of an agreement with the City, providing for the construction of required infrastructure improvements and the dedication of appropriate right-of-way as a condition of the acceptance of the proposed infrastructure improvements.

D. While Owners will immediately commence construction, installation, or dedication of the proposed infrastructure improvements described in **Exhibit "B,"** the Owners desires to defer the construction of certain of the required improvements and provide for a method to insure the construction of the required improvements.

E. As a condition of the allowance of the construction of the proposed improvements upon any of the real property, the City requires that the Owners construct, or, if deferral is granted, to irrevocably commit to construct the required improvements as set forth on **Exhibit "C,"** attached hereto and by this reference incorporated herein, hereinafter referred to as "required improvements".

F. The parties are desirous of providing for an alternative method by which the construction of the above-stated required improvements shall be financed, if not financed and constructed by the Owners.

G. Chapter 17 of Title 50 of the Idaho Code provides for the formation of local improvement districts, which is a proper and suitable method for guaranteeing the financing of said required improvements at such time as it is determined by the City of Caldwell Engineer that such improvements must be installed.

I. It is necessary that this Agreement be reduced to writing and be recorded in the Recorder's office of the County of Canyon, State of Idaho, for the purpose of providing notice to any subsequent purchasers of any parcels of the real property of the terms and conditions of this Agreement.

J. It is necessary that this Agreement provide for certain remedies on the part of the City in the event that the Owners and/or any subsequent purchasers, heirs, executors, administrators, personal representatives, successors and/or assigns should attempt to construct and place any improvements upon the real property without having fully complied with the terms and conditions of this Agreement.

NOW THEREFORE, based upon the above and foregoing considerations and other good and valuable consideration, the parties do hereby agree as follows, to-wit:

1. APPROVAL OF APPLICATION: The City does hereby approve, subject to the terms and conditions of this Agreement, the application of Owners for the deferral of the construction of the required improvements described in **Exhibit "C"**, attached hereto and by this reference incorporated herein as if set forth at length.

2. NO CONSTRUCTION PRIOR TO COMPLIANCE: No construction of proposed improvements shall be placed upon or within the real property, nor shall the City approve any building permits for the placement thereon of any improvements unless the Owners has completed the construction of the required improvements set forth in **Exhibit "C"** or complied with all of the requirements prerequisite to deferral of construction of said required improvements, in conformance with the terms of this Agreement.

3. PETITION FOR L.I.D.: This Agreement shall be considered a petition by the Owners and by his heirs, assigns and successors in interest, pursuant to Idaho Code § 50-1706, for the formation of a Local Improvement District, which boundaries shall be and include the real property described in **Exhibit "A,"** and which petition shall be for the construction of the required improvements set forth herein **Exhibit "C,"** all in accordance with the terms and conditions of Chapter 17, Title 50 of the Idaho Code, or any subsequent recodification and/or amendments to said local improvement district law.

4. COVENANT RUNNING WITH THE LAND: The terms and conditions of this Agreement shall be deemed to be a covenant running with the land, appertaining to and binding upon the real property herein described and binding upon the parties hereto.

5. CITY'S REMEDIES: The City shall be entitled to apply to the District Court of the Third Judicial District in and for the State of Idaho for an injunction upon anyone who would seek and/or attempt to construct any proposed improvements upon the real property without the terms

and conditions of this Agreement having been complied with, and shall have the remedy of specific performance, shall have the right to go upon the real property to remove any improvements that have been constructed upon the real property in violation of this Agreement, shall have the right to off-set the costs incurred by the City in the filing and prosecution of any said action to enforce the terms of this Agreement, and shall recover any costs incurred in the removal of improvements placed upon the real property in violation of this Agreement.

6. BINDING EFFECT: This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, personal representatives, successors and assigns.

7. HEADINGS: The bold paragraph headings are for convenience only and are not a part of this agreement and shall not be used in interpreting or construing this agreement.

8. GOVERNING LAW: This Agreement shall, in all respects, be subject to and governed by the Laws for the State of Idaho.

9. ATTORNEY FEES TO PREVAILING PARTY: In the event action is brought to enforce any of the terms or provisions of this agreement, the prevailing party in any such action shall be entitled to recover from the losing party reasonable attorney fees, together with such other costs as may be authorized by law.

IN WITNESS WHEREOF, the party hereto have set their hand the day and year first above written.

Iron Eagle Industrial LLC

By: _____
Casey Howell, Manager

STATE OF IDAHO)
)ss
County of Canyon)

On this 1st day of April, in the year 2026, before me the undersigned, a Notary Public in and for said State personally appeared, **CASEY HOWELL,** Manager of **IRON EAGLE INDUSTRIAL LLC,** a limited liability company of Idaho and existing under and by the virtue of the laws of the State of Idaho, known or identified to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he has the authority to execute and executed the same for the purposes therein contained on behalf of **IRON EAGLE INDUSTRIAL LLC.**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NICOLE NICHOLSON
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION NUMBER# 61933

_____
Notary Public for Idaho
Residing at: Nampa, ID 83687
My Commission Expires: 8/14/31

EXHIBIT "A"

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION
RE: INDIVIDUAL LOT DEVELOPMENT
CITY OF CALDWELL
OWNERS: **IRON EAGLE INDUSTRIAL LLC**

The property commonly known as 5521 Aviation Way (R0307050200), Caldwell, Canyon County, Idaho, the development of which has necessitated the improvements contemplated in this agreement, is/are more particularly described as follows:

Parcel I:
A parcel of land situated in the Southwest Quarter of Section 31, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, being a portion of Lots 1 and 2 of Longview Place Subdivision according to the official plat thereof recorded in Book 1 of Plats, Page 26, Canyon County Records, more particularly described as follows:
COMMENCING at the Southwest corner of said Section 31; thence, along the tie lines as described in Instrument No. 9702484, through the following courses:
North 89°30'46" East, 784.75 feet along the South boundary of said Southwest Quarter to a point on the centerline of the Caldwell Drain; thence, along said centerline,
North 23°07'02" West, 47.40 feet to a point on the right-of-way line of Interstate 80 North (84 North); thence, leaving said tie line, along the Southerly line of the Parcel of land as described in said Instrument, through the following courses:
North 87°24'13" West, 61.97 feet to the Southwesterly line of that certain 35.00 foot wide Permanent Easement as shown on improvement plans of FAP No. I-80N-I-(42)28, sheet 31 of 49, on file in the office of the Idaho Transportation Department, Boise, Idaho, lying adjacent to and Northeasterly of Frontage Road No. 2 (Aviation Way); thence, continuing along said Southerly line and the above-described Southwesterly easement line through the following courses:
North 00°29'14" West, 16.92 feet to the beginning of a tangent curve; thence, Northwesterly along said curve to the left having a radius of 102.00 feet, an arc length of 160.22 feet, through a central angle of 90°00'00", a chord bearing and distance of
North 45°29'14" West, 144.25 feet; thence, tangent from said curve,
South 89°30'46" West, 85.58 feet; thence, leaving said Southerly line and easement line,
North 44 °13'35" West, 48.44 feet to the Northeasterly line of the above described 35.00 foot wide Permanent Easement, and the POINT OF BEGINNING; thence along said Northeasterly line through the following courses: South 89°30'46" West, 119.89 feet to a point on a non-tangent curve; thence, Northwesterly along said curve to the right having a radius of 235.00 feet, an arch length of 88.11 feet, through a central angle of 21 °28'57", and a chord bearing and distance of North 62°58'13" West, 87.60 feet; thence, tangent from said curve,
North 52°13'44" West, 165.28 feet to the beginning of a tangent curve; thence, Northwesterly along said curve to the right having a radius of 235.00 feet an arc length of 214.92 feet through a central angle of 52°23'56", and a chord bearing and distance of North 26°01'48" West, 207.50 feet; thence, leaving said Northeasterly line,
North 45°46'25" East, 72.98 feet; thence
South 44 °13'35" East, 526.63 feet to the POINT OF BEGINNING.
Parcel II:
A 40.00-foot wide easement for ingress, egress and public utilities being coincident with the Westerly line of the above described parcel as disclosed in Warranty Deed recorded August 16, 1999 as Instrument No. 9932696, records of Canyon County, Idaho.

EXHIBIT "B"

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION
RE: INDIVIDUAL LOT DEVELOPMENT
CITY OF CALDWELL
OWNERS: **IRON EAGLE INDUSTRIAL LLC**

The following proposed infrastructure improvements, which are required in connection with Owners development of the property described in **Exhibit "A,"** shall be constructed, installed, and/or dedicated, as appropriate, immediately, upon execution and recordation of this Agreement:

1. Connection to the City Potable Water System.

2. Connection to the City Sanitary Sewer System.

3. A well must be used for the irrigation of the landscape.

EXHIBIT "C"

AGREEMENT FOR DEFERRAL OF PUBLIC IMPROVEMENT CONSTRUCTION
RE: INDIVIDUAL LOT DEVELOPMENT
CITY OF CALDWELL
OWNERS: **IRON EAGLE INDUSTRIAL LLC**

Construction, installation, and/or dedication of the following required improvements, all of which are required in connection with Owners development of the property described in **Exhibit "A,"** have been approved for temporary deferral in connection with the terms and conditions of this Agreement:

1. Curb, gutter, sidewalk, half street section, asphalt paving, 15' landscape buffer, storm water drainage facilities, and street lights to be constructed and installed in accordance with City of Caldwell requirements and standards in place at the time of construction for full property frontage along 5521 Aviation Way (R0307050200). The full frontage of 5521 Aviation consists of 742.8 linear feet +/-.

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve a Professional Services Agreement with J-U-B ENGINEERS, Inc. for the Franklin and Lincoln Lift Station Force Mains Project

Summary Statement:

This Professional Services Agreement with J-U-B ENGINEERS, Inc. is for the design of the extension of the Franklin and Lincoln Lift Station force mains to their master-planned termination point in/near Boise Avenue. The force mains include 14-inch and 20-inch diameter for Lincoln Lift Station and a 16-inch or 18-inch for Franklin Lift Station. This agreement provides field survey, exploratory excavation ("potholing"), preliminary design (30% plan and profile), Preliminary Engineering Report, final design and permitting of the force mains.

Recommended Action:

The City Engineer has reviewed the Professional Services Agreement and recommends that City Council approves the agreement.

Budget: Budgeted

Cost Impact: $332,800.00
Funding Source: 72-8-27-100-87500
Timeline:

Attachments:

1. ResolutionJUBEngineers
2. ProfessionalServicesAgreement

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and the Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts and approves a Professional Services Agreement with J-U-B ENGINEERS, Inc., in the amount of $332,800.00, which agreement is to provide professional design services for the Franklin and Lincoln Lift Station Force Mains Project and authorizes the mayor to sign said agreement on behalf of the City of Caldwell.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 20th day of April 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 20th day of April 2026.

Approved By:

_____
Mayor

Attest:

_____
Clerk

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: - -
J-U-B Project Manager: **BRW**

This Agreement entered into and effective this _____ day of April 2026**,** between City of Caldwell, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: design multiple force mains from the Franklin and Lincoln Lift Stations, hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	**Hallie Hart, P.E.**	Work telephone	
	Address	**205 S. 6th Ave**	Home/cell phone	
		Caldwell, ID 83605	FAX telephone	
			E-mail address	**hhart@cityofcaldwell.org**

For J-U-B:

1.	Name	**Brad Watson**	Work telephone	**208-376-7330**
	Address	**2760 W. Excursion Lane, Suite 400**	Cell phone	
		Meridian, ID 83642	FAX telephone	
			E-mail address	**bwatson@jub.com**

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1.** A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: _____

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT: **City of Caldwell**	**J-U-B ENGINEERS, Inc.:** **2760 W. Excursion Lane, Suite 400**
NAME **205 S. 6th Ave**	STREET **Meridian, ID 83642**
STREET **Caldwell, ID 83642**	CITY / STATE / ZIP CODE
CITY / STATE / ZIP CODE	BY (Signature) **Tim Blair, PE**
BY (Signature)	NAME / TITLE
NAME / TITLE	
BY (Signature) **Hallie Hart, P.E., City Engineer**	
ADDITIONAL NAME / TITLE	

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☐ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties;. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement , award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars ($25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

CYBER INSURANCE

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than $2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.

SPECIAL ADDENDUM TO CONTRACT WITH THE CITY

COMPLIANCE WITH IDAHO CODE § 67-2346 AND IDAHO CODE § 67-2359

CERTIFICATION OF COMPANY

WHEREAS, the City of Caldwell and ___JUB ENGINEERS, Inc._ (the "Company"), are entering into that certain contract to which this Special Addendum is attached (the "Contract:); and,

WHEREAS, the Company is required by law to make certain certifications in contracts with the City concerning the Company's business practices and ownership.

NOW, THEREFORE, THE COMPANY CERTIFIES THE FOLLOWING:

ANTI-BOYCOTT AGAINST ISRAEL ACT. IDAHO CODE § 65-2346.

[✓] By checking this box, the Company certifies that the Company is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. For the purpose of this certification, the terms "Boycott Israel" and "Boycott the State of Israel" shall have the meanings assigned to them by Idaho Code § 67-2346.

CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED. IDAHO CODE § 65-2359.

[✓] By checking this box, the Company certifies that the Company is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. For the purpose of this certification, the term "Government of China" shall have the meaning assigned to it by Idaho Code § 67-2359.

CONTRACT WITH A COMPANY AFFILIATED WITH OR PROVIDING ABORTION SERVICES PROHIBITED. IDAHO CODE § 18-8703.

[✓] By checking this box, the Company certifies that the Company is not an abortion provider or an affiliate of an abortion provider. Additionally, the Company certifies that as a result of this Contract, no public funds will be utilized to provide, perform, or induce an abortion; assist in the provision or performance of an abortion; promote abortion; counsel in favor of abortion; refer for abortion; or provide facilities for an abortion or for training to provide or perform an abortion.

CONTRACT WITH A COMPANY ON BASIS OF ENVIRONMENTAL, SOCIAL, OR GOVERNANCE STANDARDS PROHIBITED. IDAHO CODE § 65-2347.

[✓] By checking this box, the Company certifies that the Company was not awarded this contract on the basis of environmental, social, and governance standards ("ESG").



AUTHORIZED SIGNATORY OF THE COMPANY

Printed Name: Timothy Blair PE

DATE: 04/14/2026

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Franklin and Lincoln Lift Station Force Mains
CLIENT: City of Caldwell, ID
J-U-B PROJECT NUMBER: RP-26-XXXXX
CLIENT PROJECT NUMBER: Click or tap here to enter text.
ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.**; or**

☐ **AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

I. PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Caldwell, "CITY", intends to design the extension of the Franklin and Lincoln Lift Station force mains to their master-planned termination point in/near Boise Avenue. The force mains include 14- and 20-inch diameter for Lincoln Lift Station and a 16- or 18-inch for Franklin Lift Station. This project provides field survey, exploratory excavation ("potholing"), preliminary design (30% plan and profile), PER, final design and permitting of the force mains based on the Package 5 alignment alternatives report dated February 2026. An overall map of the intended improvements is shown as **Exhibit "1-A"** attached to this scope of services.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 100 – Project Meetings and Administration

1. Kickoff Meeting: Attend a kick-off meeting with CITY staff for the purpose of discussing the project approach, obtaining information that may be available from the CITY, and reviewing project schedule.
2. Project Administration and Tracking. Monitor team progress, action item lists, task deadlines, items needed from the CITY, provide documentation, subconsultant administration, permitting milestones, and critical path items as needed.
3. Progress and Review Meetings: Attend progress meetings with the CITY staff as needed to discuss project status, provide project status summaries, present deliverables, and receive direction from the CITY. 5 progress meetings are assumed on a bi-weekly basis. Agency meetings are provided in Task 600.
4. Assumptions: see Part 3.
5. Deliverables:
   i. Kickoff meeting notes.
   ii. Monthly invoices with progress summary reports.

B. **Task 200 – Quality Control Reviews**

1. Conduct internal reviews by a senior P.E. at appropriate phases for quality control and assurance. Reviews will be for the following:

   a. Preliminary plan and profile.

   b. Preliminary engineering report (PER) for submittal to DEQ.

   c. 90% design plans and specifications.

C. **Task 300 – Topographic Survey and Base Mapping**

1. Research, Control, Topographic Survey and Mapping

   a. Research: Research the NGS database and Canyon County Survey records for land monuments to aid in establishing horizontal control and include research of land monuments, plats, records of survey, right-of-ways, and easements of record along the preferred trunk sewer alignment. Existing monuments at corners of record within the construction area will be located for monument preservation.

   b. Survey Control: Establish survey control along the alignment using NAD83(2011)(epoch 2010) (horizontal), NAVD88/Geoid18 (vertical), projected to the Idaho State Plane Coordinate system, West Zone (1103) modified to the Canyon County G.I.S. system, referenced to the NGS CORS network. ROW's of record will be shown from section line monumentation, Canyon County or CITY GIS, select monuments, and records of survey.

   c. Utility Request: Utility companies (gas, power, telephone, storm drain, cable T.V., street lighting, traffic signals, irrigation) will be contacted prior to survey via Dig-line to request field locations of utilities and available utility mapping. Utilities will be shown to the extent they are visible in the field or located by the utility or Owner.

   d. TBM's: Establish temporary construction benchmarks (T.B.M.'s) and control points at 500' intervals.

   e. Topographic Survey: Complete topographic survey along the pipeline corridors identified in Part I, Project Understanding, and as generally shown on Exhibit 1-A. Topographic survey along major arterial roadways (Lincoln Road) will generally encompass full ROW widths with cross sections at 50-foot stations. At each rural intersection, topographic survey shall extend 100 feet in each direction. Additional cross sections, flow line and top of bank elevations will be taken at major waterway crossings and at other culverts or drainage crossings. Domestic wells within 50 feet of the road ROW will be located if visible in the field. Geotechnical borings will be located. Painted centerline pavement markings will be located with the cross sections.

   f. Base Mapping: Complete topographic mapping in Civil 3D 2023 at a scale to be determined. Topographic features shall be depicted using standard symbols. Topographic features shall be shown on the construction plans to the extent that they are found or field located by the utility companies, such as fences, edge of pavement, fog line, striped centerline where applicable, borrow ditch, utility poles, surfacing, utilities, telephone risers, top of bank, high water mark, and waterway flowlines, and include monuments of record and physical survey of monuments and property pins that are found. Property lines will be shown based on Canyon County G.I.S. mapping. Prepare 3D digital terrain model to depict contours at one (1) foot intervals and ground surface profiles.

   g. Field check preliminary base mapping by engineering team. Verify elements and direct survey staff to field survey any necessary items not included in the preliminary base mapping.

   h. Assumptions: see Part 3.

   i. Deliverables:

      i. Topographic mapping, PDF

D. **Task 400 – Preliminary Design: Force Mains**

For this task, J-U-B will:

1. 30% Plan and Profile Plans

   A. Based on topographic survey mapping and existing underground utility information, prepare 30% pipeline plans and profiles for the full alignment.

   B. Incorporate topographical information from the force main alignment survey. Design horizontal and vertical alignments with input from the CITY. Alignment considerations shall also include utility separations, known utility conflicts, drainage and waterway crossings, outfall manhole details, constructability, construction access, excavation depths, irrigation and drainage crossings, minimization of pavement repair and impacts to public traffic.

   C. Evaluate hydraulics of each pipeline including confirmation of pipe sizing, mitigation of hydraulic effects of pump cycling, hydraulic jump calculations and locations thereof, and pipeline back pressure maintenance methods.

   D. Organize and attend one meeting with DEQ to discuss innovative or alternative conveyance options from the top of Canyon Hill downstream to the existing collection system.

   E. Conduct a review meeting workshop with the CITY to gather review comments and input for the final facility design.

   F. Assumptions: see Part 3.

   G. Deliverables:

      i. 30% Complete Preliminary Plan and Profile Sheets, printable PDF via email.
      ii. Preliminary Opinion of Probable Construction Cost, printable PDF via email.

E. **Task 420 – Preliminary Engineering Report**

   a. Coordinate the PER with Sewer Master Plan (SMP). Review SMP to ensure PER's conformance with the SMP. Include the results of this task in the Preliminary Engineering Report.

   b. Refinement and confirmation of force main sizing and phasing from the 30% plan and profile plans.

   c. Conduct an independent QC review of pipeline hydraulics by a senior engineer.

   d. Develop a preliminary Opinion of Probable Construction Cost.

   e. Prepare PER meeting the minimum standards and rules of DEQ.

   f. Assumptions: see Part 3.

   g. Deliverables:

      i. Preliminary Engineering Report, printable PDF via email.
      ii. Preliminary Opinion of Probable Construction Cost, printable PDF via email.

F. **Task 500 - 90% & 100% Complete Design and Construction Plans (Agency Review)**

   a. Revise the 30% complete package per the CITY's review comments and input as appropriate. Revise the force main alignments and profiles from the CITY's review comments as appropriate.

   b. Complete 90% final design of the force main sewers with considerations for CITY corridor compliance, constructability, surface disturbance, sanitary separations, utility conflicts, excavation depths, and other pertinent design issues. Complete design of all connections, thrust blocking, trench details, air/vacuum valve and cleanout stations, outfall connections, culvert and waterway crossings, locate stations and other necessary details.

c. Complete I-84 boring performance specifications and plan details.

d. Prepare final project manual and special provisions using the 2015 ISPWC and the CITY's standard revisions and supplemental technical specifications revisions. CSI specification format may be used as special provisions.

e. Update the Opinion of Probable Construction Cost.

f. Submit 90% complete package to the CITY for review.

g. Assumptions: see Part 3.

h. Deliverables:

i. 90% Complete (Agency Review) Plans and Project Manual, printable PDF via email to CITY, IDEQ and other agencies.
ii. Opinion of Probable Construction Cost, printable PDF via email.

2. 100% Plans and Project Manual (Bid Ready)

a. Incorporate 90% City, internal QC and agency review comments and finalize design of site civil, mechanical and structural elements for the force mains.

b. Finalize project manual, special provisions, supplemental specifications and agency permitting requirements.

c. Finalize Opinion of Probable Construction Cost (Class 2) and Bid Schedule.

d. Assumptions: see Part 3.

e. Deliverables:

i. 100% Complete Force Main (Bid Ready) Plans and Project Manual, printable PDF via email.
ii. Final Opinion of Probable Construction Cost, printable PDF via email.

G. **Task 600 - Agency Coordination and Permitting**

1. **IDEQ Submittal**

a. J-U-B shall prepare the appropriate IDEQ checklists and submit the 90% submittal packages listed in Tasks 500 deliverables. Applicable IDEQ review comments will be incorporated into the construction plans and specifications.

b. Assumptions: see Part 3.

c. Deliverables:

i. IDEQ submittal packages, checklists and calculations.

2. **Black Canyon Irrigation District Permitting**

a. Permitting with Black Canyon Irrigation District (BCID) will be initiated for their respective jurisdictional waterway crossings. A meeting will be arranged with BCID staff during the 30% complete design stage to overview the crossing work and gather input, final design constraints and criteria from BCID.

b. J-U-B will prepare the necessary application and supporting documents (legal descriptions) for a license agreement between the CITY and BCID. Application fees will be passed through to the CITY for payment for the license agreement. It is also assumed no floodway infringement will be considered as no aerial waterway crossing or permanent fill placement will occur. J-U-B will coordinate and submit 90% complete plans to BCID for review prior to initiating the license agreement.

c. Assumptions: see Part 3.

d. Deliverables:

iii. BCID crossing approval submittal applications and legal descriptions.

3. **Canyon Hill Irrigation District Permitting**

a. Permitting with Mason Creek Ditch Company Permitting (MCDC) will be initiated for their respective jurisdictional waterway crossings..

b. J-U-B will prepare the necessary application and supporting documents (legal descriptions) for a license agreement between the CITY and MCDC. Application fees will be passed through to the CITY for payment for the license agreement. It is also assumed no floodway infringement will be considered as no aerial waterway crossing or permanent fill placement will occur. J-U-B will coordinate and submit 90% complete plans to MCDC for review prior to initiating the license agreement.

c. Assumptions: see Part 3.

d. Deliverables:

i. crossing approval submittal applications and legal descriptions.

4. **Golden Gate Irrigation District Permitting**

a. Permitting with Golden Gate Canal Irrigation Permitting will be initiated for their respective jurisdictional waterway crossings..

b. J-U-B will prepare the necessary application and supporting documents (legal descriptions) for a license agreement between the CITY and GGID. Application fees will be passed through to the CITY for payment for the license agreement. It is also assumed no floodway infringement will be considered as no aerial waterway crossing or permanent fill placement will occur. J-U-B will coordinate and submit 90% complete plans to GGID for review prior to initiating the license agreement.

c. Assumptions: see Part 3.

d. Deliverables:

i. crossing approval submittal applications and legal descriptions.

5. **Bureau of Reclamation (BOR) Coordination and Permitting**

a. J-U-B shall prepare the SF-299 application and supporting exhibits for the open cut sewer crossing of Notus Canal to the Snake River office of the BOR. An application fee of $100.00 is required for initial processing. Additional administration fees will be assessed to the CITY by the BOR for the execution of the “Consent to Use” agreement contract.

b. If required, legal descriptions of the crossings will be prepared showing pipeline location and additional temporary construction easements, if necessary.

c. Prepare one application to cover the respective BOR facility crossings. The application submission at the 90% design stage is anticipated.

d. Assumptions: see Part 3.

e. Deliverables:

i. Consent to Use application.

6. **Idaho Transportation Department**

a. J-U-B will complete ITD’s Right-of-Way Encroachment Permit and submit it, along with 90% plans, to ITD. Applicable ITD review comments will be incorporated into the construction plans and specifications.

b. Assumptions: see Part 3.

c. Deliverables:

i. Right-of-Way Encroachment Permit.

7. **Canyon Highway District No. 4**

a. J-U-B will submit the plans to Canyon Highway District No. 4 for review and respond to review comments as appropriate and agreed to by the CITY.

b. J-U-B shall prepare the appropriate CHD4 checklists and submit the 90% submittal packages listed in Tasks 420 and 440 deliverables. Applicable IDEQ review comments will be incorporated into the construction plans and specifications.

c. Assumptions:

i. see Part 3.

ii. Only surface repair details. Roadway redesign is not included in this scope of services.

d. Deliverables:

i. CHD4 submittal plan and specification packages and checklists (as applicable).

H. **Task 700 – Exploratory Excavations**

1. **Exploratory Excavations**

a. J-U-B will subcontract with a firm specializing in field exploratory excavations (i.e. "potholing") to locate other utilities that would affect the design of the force mains. J-U-B will, in coordination with the CITY, identify locations for exploratory excavation. An allowance, on a time and material basis, is included in Task 700.

I. **Task 800 – Subconsultants**

1. Geotechnical Investigation and Report: GeoProfessional, Inc. (GPI) will provide geotechnical services. A geotechnical investigation and report will be completed by GPI during the PER phase. During design, the geotechnical consultant will refine trenching, dewatering, soil reusability, and shoring criteria. Subconsultant will provide technical review of applicable specifications. Refer to attached subconsultant scope of services and fee estimate. Monthly groundwater monitoring will be provided by GPI until bidding of the lift station occurs.

Deliverables:

1) Geotechnical evaluation, including one boring immediately northeast of I-84.

2) Review of dewatering, trenching, structure excavation and related specifications.

3) Assistance with pertinent items in developing opinion of costs.

2. Electrical and Controls: No electrical or controls design is assumed. It is assumed that hydraulic controls will be accomplished by mechanical means. If, during the course of design and in evaluation with the City, it becomes apparent that electrical and controls design is required, additional scope of work will be required.

A. **Task 999: Management Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule. J-U-B will not exceed the pre-authorized amount without CLIENT approval.

PART 3 – CLIENT-PROVIDED WORK, ADDITIONAL SERVICES, and PROJECT ASSUMPTIONS

A. CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to**:**

1. Provide on-going review of J-U-B's work and timely consideration of policy issues within a time acceptable to the CITY and J-U-B.
2. Provide a project manager to serve as a liaison with other City departments and public agencies to facilitate project reviews and the approval process.
3. Provide a liaison with area stakeholders, such as private developers, landowners, Highway District No. 4, etc. Provide information related to potential developments within the adjoining service areas.
4. Coordinate with the on-going Sewer Master Plan Update to run modeling scenarios to confirm facility sizing.
5. Provide or assist J-U-B in obtaining available plans for the proposed Traverse Creek Subdivision.
6. Provide land appraisals or other property value determinations necessary for the acquisition any easements necessary for the project.
7. Provide title reports, if necessary. None are presently anticipated.
8. Negotiate and secure easements and lands necessary to construct the improvements.
9. Provide public outreach as deemed appropriate by the CITY.
10. Record drawings of any City utilities in the project area and GIS compatible data as appropriate.
11. Provide copies of development plans, concept plans, preliminary plats as available in the project area.
12. Provide available GIS base mapping or aerial photogrammetry that may be used to check the sewer master plan service area.
13. The City will provide a Qualified Licensed Professional Engineer (QLPE) for review and approval of the trunk sewer construction documents. The City's QLPE will submit the approved construction documents to the Idaho Department of Environmental Quality (IDEQ).
14. Assist in the acquisition of and pay for permits, easements, agency approvals, and agreements required for the project in subsequent tasks.
15. To provide cohesiveness with the CITY's overall SCADA system, the CITY will provide all SCADA system design, programming integration, and telemetry equipment requirements.
16. Provide the CITY's standard front-end documents, insurance provisions, and supplemental specification to the current ISPWC General Conditions. These will be modified by J-U-B for this specific project.

B. Project Assumptions and Additional Services:

1. The General Contractor will provide all Traffic Control Plans, Erosion and Sediment Control Plan, and Stormwater Pollution Prevention Plan (SWPPP) per the project's technical specifications and agency permitting requirements.
2. Exact locations of utilities are not known and may affect the alignment during construction.
3. Substantial surface repair of roadways will be required. For estimating fees, it is assumed that restoration to existing grades will be required. Roadway design is not included in this scope of work.
4. Several waterway crossings are anticipated on this project and include the following assumptions:
   - A-Drain. The City of Caldwell has jurisdiction over this crossing and will simply provide plan review. No permitting or license agreement is anticipated.
   - Canyon Hill Lateral. Assumed that the force mains will be placed above the piped lateral in Lincoln Road. This work will require a license agreement with the Canyon Hill Irrigation District.
   - Notus Canal. Assumed that the force mains will be placed above the boxed culvert conveying the Notus Canal. This work will require a license agreement with the Black Canyon Irrigation District.
   - Golden Gate Canal. Assumed that the force mains will be placed above the piped culvert conveying the Notus Canal. This work will require a license agreement with the Golden Gate Irrigation District.
5. No USACE permitting is anticipated.
6. No easements are anticipated.
7. Bidding and construction phase services are not included.
8. Preparation of conformed plans and specification post-bidding is not included.
9. The project will utilize CITY of Caldwell Standards, standard drawings and construction specifications and pay item designations for construction items where applicable. Special provisions will be used as necessary for more project specific pay items.

10. The roadway reconstruction shall use CITY standards, typical sections, and roadway structural sections as approved by the CITY.
11. Plans will be completed on standard 22"x34" (printable at 50% to 11x17) J-U-B title block/ border.
12. The disturbed area will likely be over one (1) acre in size and require a project specific Erosion and Sediment Control (ESC) plan and Stormwater Pollution Prevention Plan (SWPPP). A SWPPP will be prepared for each construction package by the General Contractor unless additional services are requested and approved by the CITY.
13. Right-of-way (ROW) and parcel information will be referenced from the Canyon County GIS base mapping.
    a. No floodway permitting or wetlands delineation is required.
    b. No curb and gutter, pedestrian ramps or other ADA compliance improvements will be designed.
    c. No landscape design is required.
    d. Bidding and construction phase services, if required, will be a separate scope of services.

Part 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
    1. For Lump Sum fees:
        a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
    2. For Time and Materials fees:
        a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
        b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
    3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services
    1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
    2. If the period of service for the Tasks identified above is extended beyond 12 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Schedule/Milestone*
Task 100	Project Meetings and Administration	Time and Materials (Ceiling Amount Shown)	$20,300	On-going throughout other tasks.
Task 200	Quality Control Reviews	Time and Materials	$5,400	As required per schedule of each package.

		(Ceiling Amount Shown)		
Task 300	Topographic Survey and Base Mapping	Lump Sum	$30,700	Completed within 30 calendar days of NTP.
Task 400	30% Plan and Profile	Lump Sum	$36,700	Completed within 60 calendar days of completion of Task 300.
420	Preliminary Engineering Report	Lump Sum	$23,400	Completed within 30 calendar days of City's approval of Task 400.
Task 500	Preliminary and Final Design	Lump Sum	$112,900	Completed within 90 calendar days subsequent to Task 400.
Task 600	Agency Coordination and Permitting	Time and Materials (Ceiling Amount Shown)	$41,600	On-going as required.
Task 700	Exploratory Excavations	Time and Materials (Ceiling Amount Shown)	$39,000	After Task 300 and concurrent with Task 400
Task 800	Subconsultants	Lump Sum	$22,800	Completed concurrently with Task 420.
		Total:	$332,800	

*Does not include time for review and approval of the CITY, easement acquisition, and agency approvals. Does not include delays that may be incurred gathering necessary information from the CITY.

Part 5 – Certifications and Deliverables

A. *Certification Concerning Boycott's: Pursuant to Idaho Code section 67-2346, J-U-B certifies that it is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control. Furthermore, J-U-B certifies that it will not, for the duration of this Agreement, engage in a boycott of goods and services from companies that engage in or support the following industries: fossil-fuel based energy, timber, minerals, hydroelectric power, nuclear energy, agriculture, or firearms.*

B. *Certification Concerning Abortion Providers: Pursuant to Idaho Code 18-87, J-U-B certifies that it is not currently an abortion provider and will not become one during the term of this Agreement.*

C. *Certification Concerning Government Ownership or Operation. Pursuant to Idaho Code section 67-2359, J-U-B certifies that is not owned or operated by the government of China and will not for the duration of this contract.*

D. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.

E. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to XXXX, XXXX, XXXX (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

G. J-U-B and CLIENT shall have no responsibility or liability for site safety or traffic/pedestrian safety on or around the construction site. All obligations relating to safety compliance, hazard identification, traffic/pedestrian control, and risk management remain solely with the Contractor. The CLIENT shall require that the Contractor indemnify, defend, and hold harmless J-U-B and CLIENT from any and all claims, liabilities, damages, losses, or

expenses (including reasonable attorneys' fees) arising out of or related to site or traffic/pedestrian safety, including, but not limited to, accidents, injuries, or regulatory violations.

Exhibit(s):

- Exhibit 1-A: Project Map
- Exhibit 1-B: Proposal from GPI dated March 5, 2026

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Choose an item.

PROJECT DESCRIPTION(S):

Sewer/Wastewater Collection/Disposal (S04)

Choose an item.

GeoProfessional Innovation®

March 5, 2026
File: MOP26104

Mr. Brad Watson, P.E.
J-U-B Engineers, Inc.
2760 W. Excursion Ln., Ste. 400
Meridian, ID 83642

RE: **Revised Proposal**
Geotechnical Engineering Evaluation
Franklin-Lincoln Road Force Mains
North and South 5th Avenue
Caldwell, Idaho

Greetings, Brad:

Thank you for another opportunity to assist J-U-B Engineers, Inc. (J-U-B) and the City of Caldwell (City) in your efforts to expand the sanitary sewer system on the north end of Caldwell, Idaho. GeoProfessional Innovation Corporation's (GPI) team stands ready to support your efforts with our knowledge and experience with the previous phases of the Lincoln Road project. The following text describes our project understanding, scope of services, schedule, and fee estimate.

PROJECT UNDERSTANDING

The City will continue to expand the sanitary sewer force mains from Lincoln Road that includes traversing beneath Interstate 84 (I-84) along North and South 5th Avenue at the Hannibal Street and Frontage Road intersections. The new alignment requires horizontal directional drilling (HDD) to bore and install casing and the force main pipes beneath I-84. A unique aspect of this alignment is that a concrete sound wall exists along the east side of I-84 at this crossing location. Photographs 1 and 2 show the existing site conditions at each intersection.

Photograph 1: Hannibal Street



Photograph 2: Frontage Road



Based on the as-built plans you provided dated January 2023 and geotechnical report dated April 21, 2022, the sound wall was constructed over drilled concrete shafts that extend about 10 to 12 feet below the

existing ground surface. This requires a deeper alignment profile to maintain cover that we preliminary anticipate will be established about 20 feet below the 5th Avenue Roadway surface. The project site is shown on Plate 1, *Proposed Exploration Map*.

The asphalt roadway section will be demolished and replaced in work areas as part of this project to match existing sections. No grade changes or other improvements are planned. At this time, we understand proposed exploration locations are within the City of Caldwell right-of-way. Therefore, we do not expect specific permits for our work will be required from the Idaho Transportation Department (ITD), US Army Corps of Engineers, or other public stakeholders along the alignment.

Based on our experience in the area and reviewing the previous exploration logs, we anticipate surface conditions along the alignment will include silt and fine sand atop a relatively thin lens (5 to 10 feet) of gravel over interbedded silt and fine sand to depths greater than 50 feet below the ground surface. We expect groundwater will be encountered in the upper 10 feet below the ground surface and will be influenced by seasonal changes in precipitation, irrigation, and infiltration.

SCOPE OF SERVICES

Based on our interactions with you, we propose the following scope of services:

1. Review available geotechnical reports, design calculations, and as-built drawings for the existing drilled shafts supporting the sound wall to determine shaft geometry, embedment depth, design load transfer mechanisms (side resistance vs. end bearing), and assumed soil parameters.

2. Coordinate exploration with J-U-B and the Idaho Digline to help reduce the potential for damaging existing underground utilities during exploration. We will also retain a private utility locating firm to help identify subsurface utilities in exploration locations. Private locating firms can help identify subsurface utilities or other features within exploration locations. However, these services are not a guarantee of avoiding all existing subsurface utilities during exploration. GPI cannot be responsible for damage to unlocated or mislocated subsurface utilities during exploration.

3. Apply for and pay for right-of-way permits through the City of Caldwell for our exploration.

4. Subcontract traffic control services to help protect our exploration crews throughout work within roadways. Our traffic control subcontractor will provide traffic control plans required by the City or other reviewing entities.

5. Subcontract geotechnical drilling equipment to perform 2 soil borings as delineated on the attached Plate 1. We will advance 1 boring on each side of I-84 crossing, outside of the I-84 right-of-way. Borings will extend 25 to 30 feet below the surface or to refusal on bedrock, debris, caving, heaving, or other obstructions. No coring equipment will be used to penetrate refusal material. Where borings penetrate asphalt sections, we will record the asphalt pavement and underlying aggregate base thickness.

   We will perform subsurface sampling via standard penetration tests (SPT) equipment at approximate 2.5- to 5-foot intervals with depth. Samples will be retained in SPT test locations and some relatively undisturbed California modified samples may also be obtained. Bulk samples will be obtained from auger cuttings in boring locations at various depth intervals. GPI staff will visually describe, classify,

and log soil conditions encountered during exploration. Samples will be transported to our laboratory for further testing. Excess soil from borings will remain on site. Drilling locations will be painted to identify them after exploration for survey by J-U-B.

6. Install a piezometer in 1 of the borings established at 15 feet below the surface. The piezometer will comprise a 2-inch-diameter PVC pipe, with a 5-foot slotted section at the base. The piezometer will receive a flush mount monument at the ground surface.

7. Perform laboratory testing referencing *ASTM International* (ASTM) procedures, which may include, but is not limited to:

   - Proctor density relationships
   - Natural moisture content
   - In-place density
   - Grain-size distribution
   - Atterberg limits
   - Triaxial compression
   - Resistivity, sulfates, and pH

8. Review field and laboratory data and conduct an HDD impact assessment that includes the following analyses related to the existing shaft foundations and potential risks:

   - Estimate potential induced vertical settlement at the existing drilled shaft base by modeling existing structural loads (from as-builts) against potential ground volume loss from horizontal drilling.
   - Perform a hydraulic fracture assessment to estimate critical fracture pressures within the soil profile and evaluate allowable drilling fluid pressures to prevent hydro-fracture propagation toward the existing drilled shafts.
   - Evaluate the potential for borehole collapse during the horizontal drilling process.
   - Evaluate minimum vertical and horizontal clearances required between the proposed bore path and drilled shaft tips to minimize stress interaction, hydraulic fracture risk, and disturbance of the shaft passive resistance zone.

9. Provide geotechnical construction characteristics for the following project aspects:

   - Earthwork
     - Excavation characteristics
       - Excavation sidewall considerations
       - Anticipated groundwater levels
       - Trenchless utility installation considerations
       - Shoring considerations for launching and receiving pits
         - Applicable shoring types
         - Lateral earth pressure ranges
     - Subgrade preparation
     - Wet weather/wet soil construction
     - Structural fill criteria
       - Trench backfill requirements
       - Bedding material requirements

- Compaction criteria
- Reusability of on-site soil

- Geotechnical Continuity

10. GPI will prepare a report summarizing our exploration observations, HDD impact analyses, and notable geotechnical characteristics and earthwork criteria. The report will include our exploratory logs and laboratory test results, geotechnical recommendations, a site map showing approximate exploration locations, and other illustrative figures or schematics.

ANTICIPATED SCHEDULE AND FEE ESTIMATE

We anticipate initiating exploration within 2 to 4 weeks of authorization. This is based on drilling subcontractor schedules, City review periods for right-of-way permit applications, weather, or other factors beyond our control. Once initiated, we anticipate exploration will be accomplished over the period of 1 day. Laboratory testing will require 10 to 15 business days to complete. Our report will be completed within 30 business days following exploration.

GPI will accomplish the scope of geotechnical services outlined herein for a lump sum fee of $21,500. Additional exploration, laboratory testing, mobilizations or evaluation requested by J-U-B will increase our fees; however, we will not exceed this amount without your prior written approval. If we identify conditions that require a change to our scope or fee, we will notify you immediately.

LIMITATIONS AND INHERENT RISKS

Our scope excludes civil design, structural design, shoring design, hydraulic design, wastewater treatment design, excavation safety plan development, critical area reporting, dewatering system design, erosion and sediment control design, construction stormwater disposal design, off-site improvements, hazardous substance evaluation, environmental site assessment, specification development, project cost estimating, or any other services not explicitly outlined in this proposal. The scope herein requires that GPI obtain the necessary previous geotechnical reports, as-built structural drawings, and design load calculations for the existing drilled shaft foundations. GPI cannot guarantee the accuracy of work performed by others and this risk must be realized and accepted by J-U-B and the City.

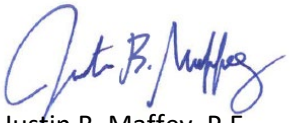
Our scope does not include interacting with private landowners, ITD, or other entities outside of J-U-B and the City of Caldwell. J-U-B will interpret and use the subsurface data that GPI provides to evaluate excavation characteristics, directional drilling equipment needs, and construction means, methods, and materials. Such interpretation is not without risk; therefore, GPI will remain available to respond to questions from the project team and further consult to help reduce those risks.

There are inherent risks whenever soil, geologic, or hydrogeologic conditions are involved with a development. Soil and geologic material, especially groundwater, are variable in nature. Conditions may change at various locations along the alignment and at depth. This is especially important noting that exploration will only provide data at discrete locations across the site. This project site may have undocumented or uncontrolled fill deposits that can vary in depth and composition over short lateral distances. Extrapolating substantially beyond the immediate exploration area has obvious risks. This acknowledgement is in lieu of all express or implied warranties.

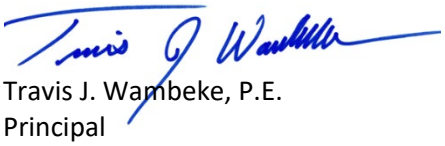
AUTHORIZATION

We will perform our services referencing the attached *GPI General Conditions*. If you agree to the above scope of services, our estimated fee, and our General Conditions, please provide a subconsultant agreement for our review and execution. We sincerely appreciate the opportunity to continue our working relationship with J-U-B and the City of Caldwell and look forward to assisting you with this project. Please contact us if you have any questions.

Sincerely,
GPI



Justin B. Maffey, P.E.
Project Engineer



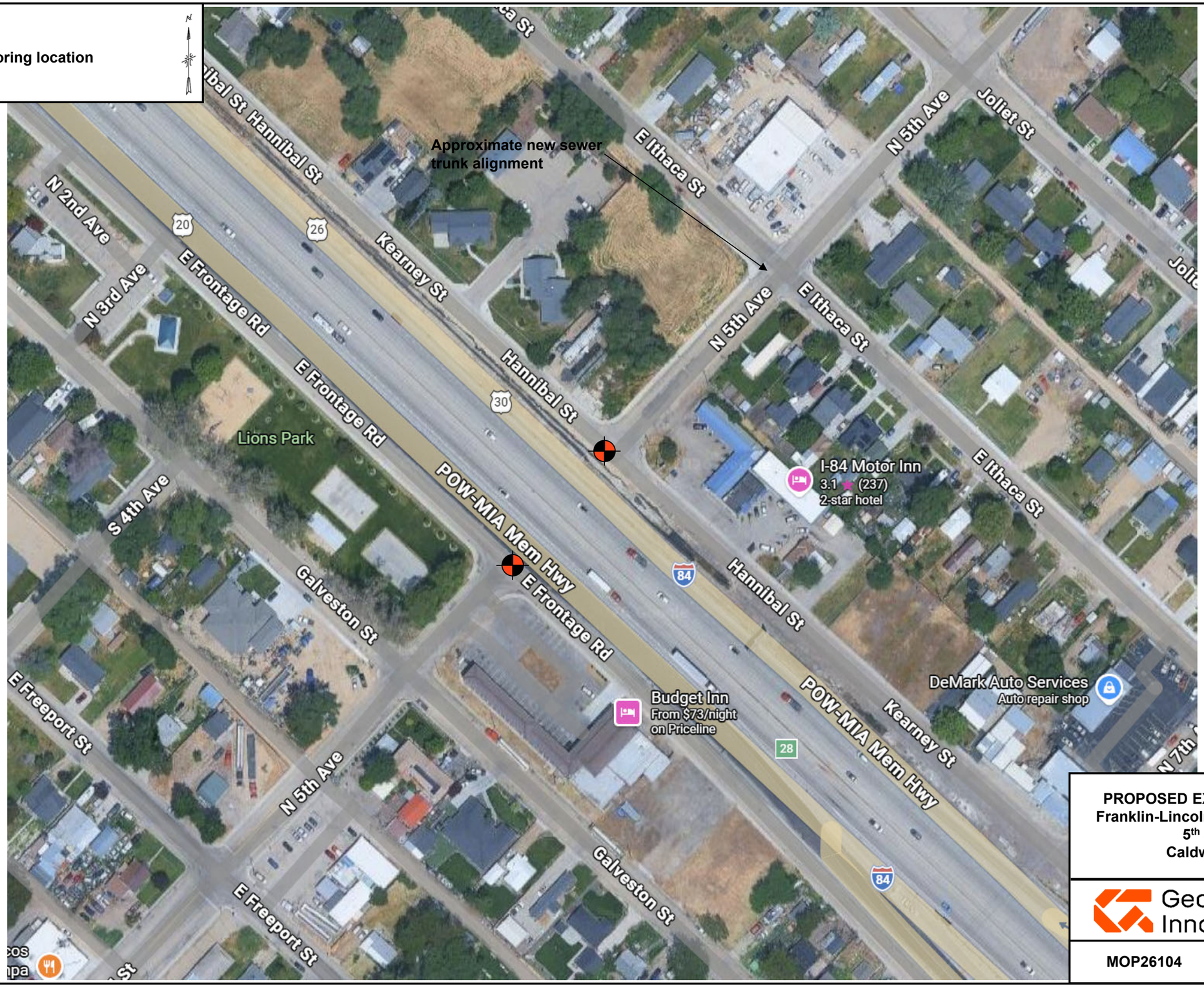
Travis J. Wambeke, P.E.
Principal

TJW/mg

Attachments: Plate 1: Proposed Exploration Map
GeoProfessional Innovation Corporation (GPI) General Conditions

LEGEND

Proposed boring location



PROPOSED EXPLORATION MAP
Franklin-Lincoln Road Force Mains
5th Avenue
Caldwell, Idaho

GeoProfessional Innovation

MOP26104	PLATE 1

Reference: Base image from Google Maps No Scale Intended.

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing a Professional Services Agreement between City of Caldwell and Horrocks for Design Services of the Kit Ave Sewer Trunkline Replacement in the amount of $344,994.00.

Summary Statement:

This project provides for improvements for the Kit Avenue Sewer Trunkline Replacement, including replacement of the existing trunkline in Kit Avenue with approximately 2,290 linear feet of 42-inch pipe and 2,660 linear feet of 48-inch pipe. In addition, approximately 1,130 linear feet of the existing 30-inch dry line will be rehabilitated using cured-in-place pipe (CIPP). Coordination and crossing of the UPRR, Simplot Blvd, and an existing irrigation and drainage canal is also scoped in this project. This contract will include all project administration, survey, right of way and permitting support, design and coordination with UPRR and the Irrigation Canal crossings, bid/advertisement and construction support. Attached is the proposal from Horrocks outlining the professional services necessary to support this work.

The attached resolution authorizes the Mayor to execute the necessary agreements to proceed with the design of these improvements on behalf of the City.

Recommended Action:

The Engineering Department has reviewed the attached documents and recommends that the City Council accept this professional services agreement and approve the attached resolution.

Budget: Budgeted

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. 2026.03.12 Proposal - Caldwell Kit Ave. Sewer
2. Resolution - Kit Ave Sewer Trunkline Replacement 04.20.26

Horrocks.

SCOPE AND FEE PROPOSAL

KIT AVE. SEWER REPLACEMENT
CALDWELL, ID

MARCH 12, 2026

SCOPE OF SERVICES

Final Civil Engineering and Project Administration Services for the Kit Ave. Sewer Trunkline Replacement project in Caldwell, ID.

GENERAL PROJECT DESCRIPTION

The City of Caldwell desires to replace the existing trunkline in Kit Ave. with 42-inch pipe between manholes 5886 and 3000 (2,290 LF) and a 48-inch pipe between manholes 3000 and 6123 (2,660 LF). The City also desires to rehabilitate the existing 30-inch dry line from the existing diversion structure in manhole 6123 to manhole 6141 with CIPP (1,130 LF) (see **Exhibit A**). The project also consists of crossing and coordination the UPRR, Simplot Blvd. and an existing Irrigation/Drainage canal. Horrocks proposes the following general items to be included in this proposal:

1. Project Administration
2. Survey
3. Construction Documents (Civil)
4. ITD Encroachment Permit – Crossing Design and Coord.
5. UPRR Crossing Design and Coord.
6. Irrigation Canal Crossing Design and Coord.
7. Bid Support
8. Construction Support
9. Reimbursable Expenses
10. Miscellaneous Services

PROJECT UNDERSTANDING

- It is our understanding that the hydraulic modeling has been completed for the existing and proposed conditions of the trunkline and that the model results will be available to Horrocks for design purposes.
- This scope of services is based on the sewer master plan exhibits as shown in Exhibit A.
- It is our understanding that an ITD encroachment permit will be required to bore under Simplot Blvd. (SH 19).
- Permitting will also be required to bore under the existing UPRR mainline and spur.
- It is our understanding that the existing irrigation canal/drainage can be open cut during off season delivery of water. The City will issue and coordinate the utility License Agreement with the irrigation company.
- The current scope of services identified herein assumes construction will be a single phase and plan set. Any additional phasing, plan sets and/or deviations to the alignment shown will be considered an additional service.
- Geotechnical analysis has been included in this proposal and will be used for the bore design and UPRR coordination. It is also our understanding that typical roadway pavement sections will be used for trench repair and backfill.
- Potholing is included in this proposal at anticipated utility crossings. City may elect to hire those services directly.

- The project design will be in accordance with City of Caldwell and ISPWC.
- The site is not within a FEMA Special Flood Hazard Area.

CONSULTANT SERVICES

PHASE 1: PROJECT Administration

- Interdisciplinary team collaboration in areas pertinent to design, including emails, phone calls, document sharing and other forms of collaboration throughout all the stages of design.
- Project kick-off meeting with the Client.
- Monthly one-hour coordination meetings with the Client and up to two (2) staff members from the Consultant. Meetings are assumed to be held on TEAMS.
- In-house facilitation of production and team meetings/tasks.
- QA/QC internal review of each project milestone submittal and during the design process.

Notes:

- *Re-occurring monthly TEAMS meetings are included from project kickoff for a duration of one year. Meetings beyond this time frame are not included in this proposal and will be billed as an additional service at T&M rates current at the time of services provided.*
- *Virtual and in-person meetings with jurisdictional agencies other than as noted above are assumed in other phases throughout this proposal and are not included in this phase.*

PHASE 2: SURVEY

Consultant will conduct a topographic and boundary survey, and collect aerial imagery, within project limits.

Topographic Survey

- Prepare necessary field files
- Survey existing roadway in vicinity of proposed sewer trunkline replacement (approx. 5,000-ft) using conventional methods (GPS)
- Survey existing overflow alignment of existing sewer line (approx. 1,100-ft) using conventional methods (GPS)

Boundary Survey

- Conduct research for historical surveys, deeds, easements etc.
- Search for existing property monuments as they relate to road right-of-way
- Draft boundary and right-of-way from found monuments and record information

Aerial Imagery

- Collect imagery using sUAS/drone
- Provide stakeholder access to Propeller web portal

Notes:

- *Fieldwork to be completed during ONE (1) mobilization period, anticipated at FOUR (4) days. Per diem and mileage to be charged and included in fee.*
- *Survey field crew will have access to the project site for the duration of the fieldwork.*
- *Survey field crew will have permission to operate sUAS/Drone from and over client property. All sUAS/Drone operations will be conducted by a remote pilot under FAA Part 107 rules.*
- *Project stakeholders will have access to aerial imagery via Propeller web portal. Access to expire ONE (1) year from project completion.*
- *Boundary work will be in support of site design and prepared from historical records and field retracement. No effort to resolve right-of-way or parcel boundaries will be made under this scope.*
- *Record of Survey, legal description preparation, right-of-way plans, and temporary easements are not included in this scope of work will be considered additional services.*
- *Construction staking is not included and will be written in specifications to be by contractor.*

PHASE 3: CONSTRUCTION DOCUMENTS (CIVIL)

- Design Development Phase.

  During the design development phase, Horrocks shall prepare the site base map, verify conceptual site layout and prepare preliminary alignment and profile design based on City of Caldwell standards and general local practices. The intent is to discover any design-related items that would require input from the Client, prior to beginning construction documents.

  - Verification of Conceptual Alignment and Profile
    - Review existing and proposed modeling performed by others.
    - Develop technical profile and alignment in CAD to determine feasibility and constructability. Review sewer depths and utility crossing conflicts/constraints. Review private alley utility layout.
    - Review existing manholes for size and existing conditions to determine connection feasibility.
    - Prepare one modification of layout based on Client comments.
  - Develop preliminary, computer-generated 3-D model of utilities for review.

  Upon completion of the Design Development phase, and authorization from the Client, Horrocks will prepare construction documents (PS&E) which shall be submitted to the City of Caldwell for review.

- Construction Documents Package.

  The following design sheets are anticipated:

  - Cover – 1 sheet
  - Notes – 1 sheet
  - Legend – 1 sheet
  - Horizontal Control Sheet of Entire Project – 1 sheet
  - Sewer Trunkline (Plan and Profile) – 7 sheets
  - Sewer Trunkline CIPP (Plan and Profile) – 1 sheet
  - Detail Sheets (Including Bore and Crossing Details) – 4 Sheets
  - Erosion and Sediment Control – 1 sheet

- Permit Processing and Plan Revisions
  - The 90% design submittal will include a set of plans, cost estimate and specifications for review by the City.
  - Submit 90% plans to impacted utility companies and stake holders.
    - Consultant will contact DIGLINE to identify utility companies that may be impacted by the project. Contact (telephone and/or email) will be made with utility companies near the project footprint as provided by DIGLINE. Consultant will work with City staff and ITD to obtain as-builts and field data to identify and show existing City utilities on the plans.
  - Complete final bid package or PS&E plans for City of Caldwell QLPE review.
  - Assumes up to two plan reviews with the City of Caldwell.

Notes:

- *Final bid package or PS&E submittal is anticipated to be in November of 2026.*
- *GIS and specialty computer generated graphics services are not included in this proposal. This can be provided as an additional service, if requested.*
- *Potholing of existing utilities at identified crossings have been included in this scope of work.*
- *Previously provided city specifications will be used for bid documents.*
- *Dry utility design and plans (power, phone, cable, gas, etc.) are NOT part of this proposal. In addition to dry utilities, relocation of gravity storm drain, pressurized irrigation or waterline relocations are not anticipated and not included in this scope but services can be provided if desired by City.*
- *A Stormwater Pollution Prevention Plan (SWPPP) will be prepared by and submitted by the contractor and is NOT included in this proposal.*
- *Gravity irrigation delivery & drainage design or relocations are excluded from this proposal.*
- *Wetland delineation, study, mitigation, and associated items are NOT part of this proposal.*
- *Additional meetings, phone conferences, and/or meeting time beyond that specified within this scope will be billed at time and material rates.*
- *Bypass pumping plan and design will be by contractor. Along with emergency response planning will be performed by contractor. Consultant will provide performance based specifications for bypass pumping that the contractor will be*

required to meet. Bypass flows will be based on modeling results by others from the master plan modeling.

PHASE 4: ITD Encroachment Permit – Crossing Design and Coord.

This phase includes design and coordination for Horrocks to design the casing and carrier pipe through the limits of SH-19 ROW. Coordination and submittal of the encroachment permit is also included in this phase of work.

- Complete and submit ITD encroachment permit
  - Prepare necessary support plans and documents for permit
  - Traffic control plan will be included as required by ITD
  - Provide updates and revisions based on ITD comments

Notes:

- *Application and/or processing fees shall be the responsibility of the Client.*
- *Meetings and coordination are limited to the hours estimated. Additional meetings and coordination can be performed as approved by the City.*
- *ITD review and permitting duration time is outside our control.*

PHASE 5: UPRR CROSSING DESIGN AND COORD.

Consultant will review the existing UPRR license agreement (if available) and provide recommendations for permitting and crossing. Consultant will design the casing and carrier pipe at the railroad crossing to UPRR standards. This phase includes meetings and coordination with UPRR.

This scope includes the following:

- Complete and submit UPRR encroachment permit
  - Prepare necessary support plans and documents for permit
  - Provide updates and revisions based on UPRR comments

Notes:

- *It is anticipated any permitting fees will be handled directly by the Client or by Consultant on a reimbursable basis*
- *Meetings and coordination are limited to the hours estimated. Additional meetings and coordination can be performed as approved by the City.*
- *UPRR review and permitting duration time is outside our control.*

Due to the large diameter of the casing pipe through the railroad crossing (60"), it is anticipated UPRR will request the following items during the design phase, and these items have been included in this scope.

- Track and Ground Monitoring Plan (with contingency plans)
- Contractor means and methods for utility installation
- Casing pipe structural calculations
- Geotechnical analysis (to be performed by our sub consultant)

Notes:

- *Track and ground monitoring plan implementation is part of contractor responsibilities and is not included in this scope of work. UPRR right-of-entry permitting, safety training, flagging and track time is not included in this scope.*
- *UPRR permitting and encroachment fees to be paid by City.*

PHASE 6: IRRIGATION CANAL CROSSING DESIGN AND COORD.

Consultant will review the city agreement (if available) with the required Irrigation/Ditch Company and provide recommendations for permitting and crossing. Consultant will design casing and carrier pipe through irrigation/drainage canal crossing.

- Complete and submit plans and details for crossing
  - Prepare necessary support plans and documents for permit
  - Provide updates and revisions based on comments

Notes:

- *Application and/or processing fees shall be the responsibility of the Client.*
- *License and encroachment agreements/permits will be prepared by City staff.*
- *Meetings and coordination are limited to the hours estimated. Additional meetings and coordination can be performed as approved by the City.*

PHASE 7: BID SUPPORT

Consultant will answer questions during the bid process and provide written responses to the City. Additional effort associated with providing support during the bidding process is not included in this scope of work. If needed, Horrocks is available to provide services during bidding under a future supplemental agreement.

Notes:

- *The consultant role during bidding will be to answer questions during the bidding process*
- *Consultant to provide bid analysis (bid tabulation). Recommendation for award letter or bid document analysis is not included in this scope.*
- *City project manager to bid project on City plan room, coordinate and direct all bid meetings*
- *Issuing addenda to the contractor is not included in this scope. However, Horrocks will aid in providing supporting exhibits for the addenda.*

PHASE 8: CONSTRUCTION SUPPORT

Construction support will consist of shop drawing submittal review, answering questions and providing record drawings based on contractor working set of plans as they are marked up during construction. Construction management and field inspections are not included in this scope of work. However, it is anticipated that the consultant will need to perform site visits.

Notes:

- Contractor will provide a marked up field set of plans at completion of project.
- Construction staking and final survey collection of field data for record drawings are not included in this scope of work. If desired, these services can be provided in a future supplemental of work.
- Construction engineering and/or field inspections and observation reports are not included in this scope of work.
- Processing contractor pay applications are not included in this scope of work. This service can be included in a future supplemental if desired.
- It is anticipated that Horrocks will need to visit the site an estimated three times.
- Horrocks anticipates the project manager attending 5 construction meetings via TEAMS.

PHASE 9: POTHOLING ALLOWANCE

- Field exploration to locate existing utilities at anticipated crossings.
- Assumes 3 potholes per day for 7 days
- Travel time, hotel, per diem and traffic control and other operation costs included
- Assumes permits and fees to be paid by city

PHASE 10: GEOTECHNICAL REPORT

- Scope includes 7 exploratory bore test holes at 15' depth. Location of bore test holes along alignment and at proposed bore pit locations.
- See attached geo technical proposal for more detailed scope of work.

PHASE 11: REIMBURSABLE EXPENSES

- Expense reimbursements for document prints/plots, mileage, per diem, propeller credit (aerial imagery), materials, etc.

PHASE 12: MISCELLANEOUS SERVICES ALLOWANCE

- Exhibits, meetings, reviews, plan modifications, agency coordination, etc. of items not foreseen at the time of this proposal and as directed by the Client. Work will not commence without written approval from the Client.

SCOPE FEES

PHASE 1:	**PROJECT ADMINISTRATION**	**$**	**33,933**	**NTE***
PHASE 2:	**SURVEY**	**$**	**15,274**	**NTE***
PHASE 3:	**CONSTRUCTION DOCUMENTS (FINAL CIVIL DESIGN)**	**$**	**154,596**	**NTE***
PHASE 4:	**ITD ENCROACHMENT PERMIT**	**$**	**14,892**	**NTE***
PHASE 5:	**UPRR CROSSING DESIGN & COORD.**	**$**	**27,299**	**NTE***
PHASE 6:	**IRRIGATION CANAL CROSSING**	**$**	**9,586**	**NTE***
PHASE 7:	**BID SUPPORT**	**$**	**5,671**	**NTE***
PHASE 8:	**CONSTRUCTION SUPPORT**	**$**	**17,832**	**NTE***
PHASE 9:	**POTHOLING ALLOWANCE**	**$**	**50,000**	**NTE***
PHASE 10:	**GEOTECHNICAL REPORT**	**$**	**14,250**	**LS**
PHASE 11:	**REIMBURSABLE EXPENSES**	**$**	**1,661**	**NTE***
	TOTAL	**$**	**344,994**	
PHASE 12:	**MISCELLANEOUS SERVICES ALLOWANCE**	**$**	**20,000*** **	

LS = Lump Sum; T&M = Time and Material, NTE = Not to Exceed

**Estimated Fee based on the assumed hours listed in the scope. A contract modification will be required for services to continue beyond this amount.*

***Reimbursable expenses shall be billed at T&M plus 10%.*

****Miscellaneous services will be performed on a T&M basis when out of scope work is required. The client will be notified before the budget allotment is reached, so a contract amendment can be processed.*

Notes:

- Any Client requested modifications or alterations, after work has commenced, will be considered additional services. Work will not commence prior to written approval from Client.
- Any required or requested additional services will be billed at the Consultant's T&M rates current to the date of work performed. Exhibit B contains 2026 billing rates. If work extends into 2027, work will be billed at 2027 billing rates.
- The Consultant retains the right to assess Client interest at the rate of one and one-half percent (1.5%) per month, on invoices which are not paid within thirty (30) days from the date of invoice.
- The above proposal must be executed within 30 days, otherwise price adjustments may occur. We look forward to performing this work and can begin immediately upon authorization to proceed.
- The Consultant will stop work in the event any invoices are 60 days outstanding and will not commence work until ALL outstanding invoices are paid in full.

DESIGN SCHEDULE

The following durations are approximate, based on our current understanding of the project. A refined schedule will be negotiated with the client upon contract approval.

- Design Development Phase – 6 weeks
- Construction Documents for First Submittal – 16 weeks
- Plan Revisions per Client Comments – 2 week turn-around.
- Note: Horrocks has no control over client and agency review timelines.

The individual signing below represents and warrants that he/she has full authority to enter into this Agreement on behalf of Client. By signing below, the Client is acknowledging and agreeing to the attached ***Engineering Services Agreement***.

Sincerely,
Horrocks LLC

Dean Barker, PE
Vice President
Community Infrastructure Idaho State Lead

3/13/2026

Accepted by,

Name:
Company:

Date

NEEDED ITEMS

The following is a list of currently known items that are necessary to be provided by the Client to facilitate design. Additional items may be required as the design progresses:

1. All application fees
2. GIS utility data
3. Sewer models for existing and proposed conditions
4. Video of existing trunklines and bypass if available and feasible

ADDITIONAL SERVICES

The following is a list of services specifically excluded from this proposal:

A. Studies, Reports and Models
   1. Water modeling, flow tests/analysis, and calculations
   2. Environmental mitigation or study
   3. Wetland delineation, study, remediation or mitigation
   4. Floodplain or floodway identification and mitigation
   5. Off-site engineering studies, supplemental studies/reports
   6. Structural computation for typical street sections
   7. Sewer capacity studies
   8. Traffic studies or modeling
   9. Comprehensive SWPPP, report and responsible person services

B. Designs, Plans and Analyses
   1. ALTA survey or associated items not specified in scope.
   2. Landscape and outdoor amenity design.
   3. Irrigation well and/or pump station design
   4. Gravity Irrigation channel design, piping, re-routing, and associated items
   5. Demolition plans not specified in scope above.
   6. Excludes individual lot fit or plot plans.
   7. Construction Staking

C. Permitting, Easements, Descriptions, Exhibits
   1. Easement vacation
   2. Preparation or filing of utility easements to Canyon County or other authority jurisdiction.
   3. Additional easement dedications except as noted above.
   4. Development agreements or license agreements
   5. Right-of-way permits or other permits not specified in scope.
   6. Color exhibits, models, and renderings not specified in scope.

D. Modifications and Changes
   1. Alignment iterations after initial Client acceptance
   2. Profile plan iterations after initial profile concept is prepared.
   3. Agency-required modifications deemed to alter the design.
   4. Revision of jurisdictional redlines beyond the second set of redlines.

E. Meetings, Applications and Hourly Items
   1. Design review including applications, submittals, and meetings not specified in scope.
   2. Planning application narratives not specified in scope.
   3. Meetings not specified in scope and time at meetings beyond scope.

F. Construction Document Services
   1. Construction observation reports or inspections

If any of the above-listed excluded items become necessary and the scope of such work can be determined, the Engineer will, upon the Client's approval, proceed on a T&M basis.

Horrocks.

Select Employee Name from Drop-Down

			Sr. Engineer II, P.E.	Sr. Engineer III, P.E.	Sr. Engineer III, P.E.	Sr. Engineer II, P.E.	Sr. Engineer, P.E.	Engineering Intern II (or EIT)	Engineering Intern III (or EIT)	Engineer III, P.E.	CAD Technician II	Licensed Surveyor	Surveyor/ROW Technician III	Engineer, P.E.	Accounting
			Dean Barker	Kirk Winegar	Mark Chandler	Kasey Chesnut	Clint Allen	Nicholas Anewalt	Mike Stone	Mathew Graham	Aaron Clements	Sean Boggs	Rhen Parmenter	Markus Rocca	Heather Parker
			$338.00	$222.00	$355.00	$338.00	$306.00	$167.00	$202.00	$237.00	$150.00	$223.00	$170.00	$188.00	$136.00
			Hour		Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour
Phase 01: Project Administration			46		4	16	4	6	0	20	0	9	0	0	19
01	Project Set Up	6	$ 1,711.00	4								1			1
02	Monthly Invoices	27	$ 6,096.00	12											15
03	Monthly Coordination Meetings, agendas	40	$ 12,480.00	20		2	6	2			10				
04	Internal Team Meetings	51	$ 13,646.00	10		2	10	2	6		10	8			3
05	TBD	0	$ -												
06	TBD	0	$ -												
07	TBD	0	$ -												
08	TBD	0	$ -												
09	TBD	0	$ -												
10	TBD	0	$ -												
	SubTotal	124	$ 33,333.00	$ 15,548.00		$ 1,420.00	$ 5,408.00	$ 1,224.00	$ 1,002.00	$ -	$ 4,740.00	$ -	$ 2,007.00	$ -	$ -	$ 2,584.00
Phase 02: Survey			0		0	0	0	0	0	0	0	38	40	0	0
01	Prepare Files	14	$ 3,016.00									12	2		
02	Aerial control/checks and collect	4	$ 680.00										4		
03	Topo	16	$ 2,720.00										16		
04	Boundary	8	$ 1,360.00										8		
05	Mobilization	8	$ 1,360.00										8		
06	QC	4	$ 786.00									2	2		
07	Process GPS	8	$ 1,784.00									8			
08	Process Aerial	2	$ 446.00									2			
09	Prepare survey base map	12	$ 2,676.00									12			
10	QC	2	$ 446.00									2			
	SubTotal	78	$ 15,274.00	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,474.00	$ 6,800.00	$ -	$ -
Phase 03: Construction Documents (Final Civil Design)			109		33	46	0	0	0	107	260	0	0	139	0
01	Design development	145	$ 32,795.00	25		5	15				20	60			20	
02	Site Visit	15	$ 3,815.00	5							5				5	
03	concept submittal and address comments	92	$ 18,590.00	5		2	5				20	40			20	
04	Develop 90% PS&E	159	$ 35,596.00	45		2	2				20	70			20	
05	DEQ permitting and coord.	36	$ 7,760.00	4							8				24	
06	Final PS&E	172	$ 33,864.00	20							32	80			40	
07	QC	27	$ 5,544.00	5							2	10			10	
08	QA	48	$ 16,632.00			24	24									
09	TBD	0	$ -													
10	TBD	0	$ -													
	SubTotal	694	$ 154,596.00	$ 36,842.00		$ 11,715.00	$ 15,548.00	$ -	$ -	$ -	$ 25,359.00	$ 39,000.00	$ -	$ -	$ 26,132.00	$ -
Phase 04: ITD Encroachment Permit			6		0	0	0	0	30	4	24	0	0	12	0
01	ITD Coordination	6	$ 1,484.00	2						4						
02	Prepare and submit permit	16	$ 3,232.00							16						
03	Bore details and specs	48	$ 8,998.00	4						8	2	22			12	
04	QA/QC	6	$ 1,178.00							2	2	2				
05	TBD	0	$ -													
06	TBD	0	$ -													
07	TBD	0	$ -													
08	TBD	0	$ -													
09	TBD	0	$ -													
10	TBD	0	$ -													
	SubTotal	76	$ 14,892.00	$ 2,028.00		$ -	$ -	$ -	$ -	$ 6,060.00	$ 948.00	$ 3,600.00	$ -	$ -	$ 2,256.00	$ -
Phase 05: UPRR Crossing Design and Coord.			6		0	0	10	133	0	0	0	0	0	0	0
01	UPRR Coordination	86	$ 15,260.00	2				4	80							
02	Prepare and submit permit	6	$ 1,002.00						6							
03	Prepare Utility crossing exhibit	32	$ 5,344.00						32							
04	Plan Specifications	4	$ 1,352.00	4												
05	QA/QC	6	$ 1,836.00					6								
06	Track and Ground Monitoring Plan creation	15	$ 2,505.00						15							
07	Structural Calculations for Casing Pipe	50	$ 11,100.00		50											
08		0	$ -													
09	TBD	0	$ -													
10	TBD	0	$ -													
	SubTotal	149	$ 27,299.00	$ 2,028.00		$ -	$ -	$ 3,060.00	$ 22,211.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Phase 06: Irrigation Canal Crossing			8		2	2	0	0	0	8	24	0	0	0	0
01	Irrigation Co. Coord	10	$ 2,572.00	2							8					
02	Crossing details and specs	24	$ 3,600.00									24				
03	City coord. On license agreement	2	$ 676.00	2												
04	QA/QC	8	$ 2,738.00	4		2	2									
05	TBD	0	$ -													
06	TBD	0	$ -													
07	TBD	0	$ -													
08	TBD	0	$ -													
09	TBD	0	$ -													
10	TBD	0	$ -													
	SubTotal	44	$ 9,586.00	$ 2,704.00		$ 710.00	$ 676.00	$ -	$ -	$ -	$ 1,896.00	$ 3,600.00	$ -	$ -	$ -	$ -
Phase 07: Bid Support			8		0	0	0	0	0	3	0	0	0	12	0
01	Answer questions	10	$ 3,178.00	8						2						
02	Develop bid tabulation	13	$ 2,493.00							1				12		
03	TBD	0	$ -													
04	TBD	0	$ -													
05	TBD	0	$ -													
06	TBD	0	$ -													
07	TBD	0	$ -													
08	TBD	0	$ -													
09	TBD	0	$ -													
10	TBD	0	$ -													
	SubTotal	23	$ 5,671.00	$ 2,704.00		$ -	$ -	$ -	$ -	$ -	$ 711.00	$ -	$ -	$ -	$ 2,256.00	$ -
Phase 08: Construction Support			21		0	0	0	0	0	6	32	0	0	24	0
01	Shop drawing review	19	$ 3,820.00	1						2				16		
02	Answer questions	8	$ 2,704.00	8												
03	Construction meetings	12	$ 3,854.00	10						2						
04	Record drawings	44	$ 7,454.00	2						2	32			8		
05	TBD	0	$ -													
06	TBD	0	$ -													
07	TBD	0	$ -													
08	TBD	0	$ -													
09	TBD	0	$ -													
10	TBD	0	$ -													
	SubTotal	83	$ 17,832.00	$ 7,098.00		$ -	$ -	$ -	$ -	$ -	$ 1,422.00	$ 4,800.00	$ -	$ -	$ 4,512.00	$ -
	Totals	1,271	279,083	204		39	64	14	139	30	148	340	47	40	187	19
			Total Labor	$ 68,952.00		$ 13,845.00	$ 21,632.00	$ 4,284.00	$ 23,213.00	$ 6,060.00	$ 35,076.00	$ 51,000.00	$ 10,481.00	$ 6,800.00	$ 35,156.00	$ 2,584.00
			Direct Labor Charges	$279,083.00												
			Mileage Rate	$0.87			# of Miles	700		Billable Mileage Total	$609.00					
			Expense COST	$602.00		Expense Markup %	0%			Expense with Markup Total	$602.00	Per diem/lodging				
			Expense COST	$450.00		Expense Markup %	0%			Expense with Markup Total	$450.00	Propeller credit				
			Expense COST	$50,000.00		Expense Markup %	0%			Expense with Markup Total	$50,000.00	Potholing and utility Locate				
			Consultant COST	$12,955.00		Consultant Markup %	10%			Consultant with Markup Total	$14,250.50					
			Grand Total	$344,994.50												

Exhibit "A"

Capital Improvement Plan 1 of 2

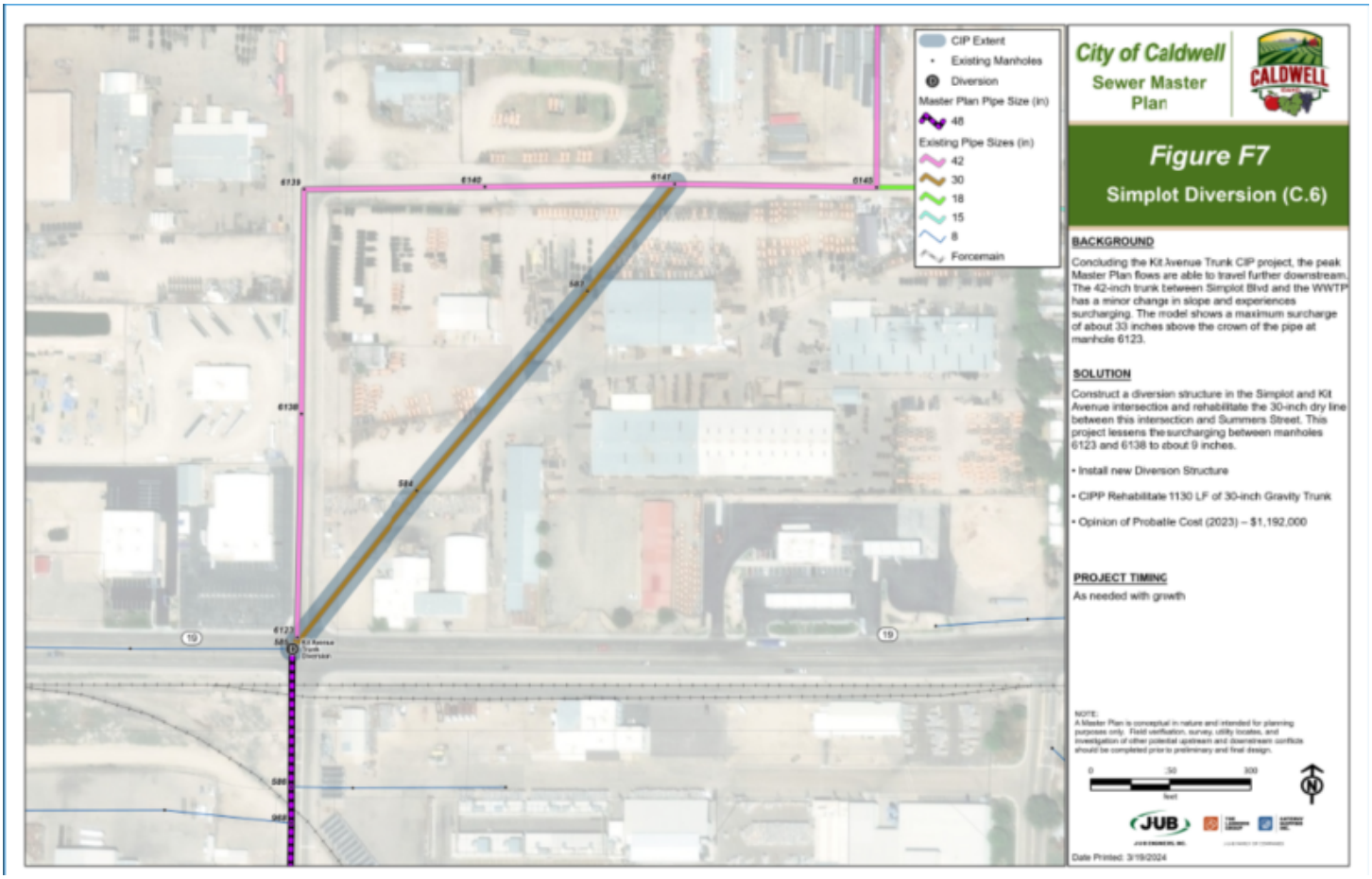


Exhibit "A"

Capital Improvement Plan 2 of 2

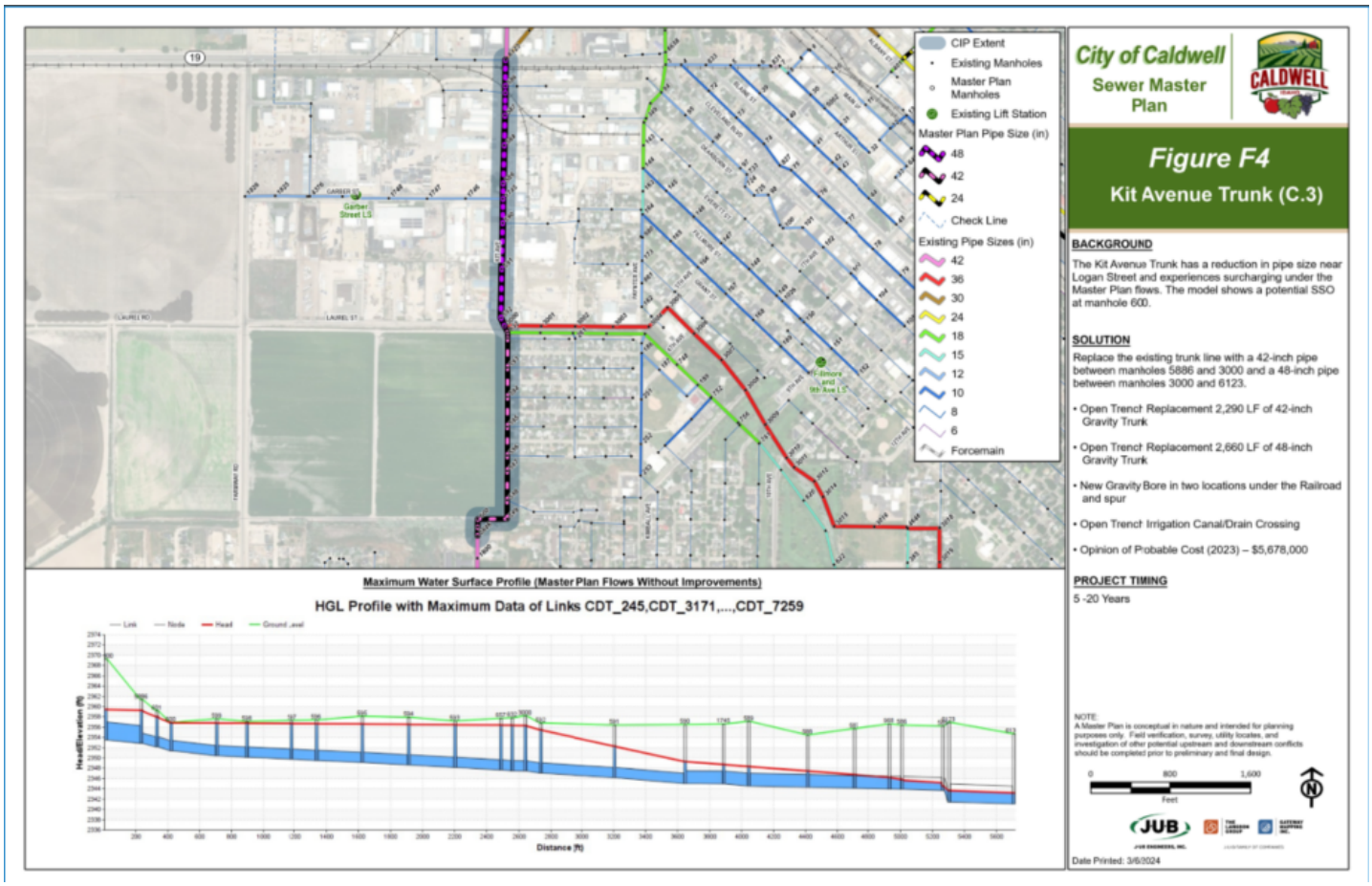


Exhibit “B”

Horrocks.

FEE SCHEDULE

	Hourly Billed Rate
Engineers	
Sr. Engineer VIII, P.E.	$494.00
Sr. Engineer VII, P.E.	$466.00
Sr. Engineer VI, P.E.	$438.00
Sr. Engineer V, P.E.	$411.00
Sr. Engineer IV, P.E.	$386.00
Sr. Engineer III, P.E.	$355.00
Sr. Engineer II, P.E.	$338.00
Sr. Engineer, P.E.	$306.00
Engineer V, P.E.	$278.00
Engineer IV, P.E.	$261.00
Engineer III, P.E.	$237.00
Engineer II, P.E.	$216.00
Engineer, P.E.	$188.00
Engineering Intern IV	$233.00
Engineering Intern III	$202.00
Engineering Intern II	$167.00
Engineering Intern	$136.00
Other Professionals	
Sr. Planner VIII	$452.00
Sr. Planner VII	$407.00
Sr. Planner VI	$376.00
Sr. Planner V	$348.00
Sr. Planner IV	$327.00
Sr. Planner III	$303.00
Sr. Planner II	$282.00
Sr. Planner	$264.00
Planner V	$244.00
Planner IV	$223.00
Planner III	$205.00
Planner II	$181.00
Planner	$160.00
Sr. Environmental Specialist VII	$452.00
Sr. Environmental Specialist VI	$383.00
Sr. Environmental Specialist V	$355.00
Sr. Environmental Specialist IV	$338.00
Sr. Environmental Specialist III	$306.00
Sr. Environmental Specialist II	$282.00
Sr. Environmental Specialist	$264.00
Environmental Specialist VI	$240.00
Environmental Specialist V	$223.00
Environmental Specialist IV	$205.00
Environmental Specialist III	$181.00
Environmental Specialist II	$157.00
Environmental Specialist	$122.00
Sr. Communication Specialist VI	$376.00
Sr. Communication Specialist V	$324.00
Sr. Communication Specialist IV	$296.00
Sr. Communication Specialist III	$268.00
Sr. Communication Specialist II	$244.00
Sr. Communication Specialist	$223.00
Communication Specialist V	$195.00
Communication Specialist IV	$167.00
Communication Specialist III	$146.00
Communication Specialist II	$125.00
Communication Specialist	$101.00
Communications Intern	$83.00
Sr. Public Involvement Specialist VI	$390.00
Sr. Public Involvement Specialist V	$362.00
Sr. Public Involvement Specialist IV	$334.00
Sr. Public Involvement Specialist III	$306.00
Sr. Public Involvement Specialist II	$278.00
Sr. Public Involvement Specialist	$251.00
Public Involvement Specialist V	$223.00
Public Involvement Specialist IV	$191.00
Public Involvement Specialist III	$160.00
Public Involvement Specialist II	$129.00
Public Involvement Specialist	$97.00

	Hourly Billed Rate
Other Professionals (Cont'd)	
GIS Programmer/Sr. Analyst II	$303.00
GIS Programmer/Sr. Analyst	$275.00
Sr. GIS Analyst II	$240.00
Sr. GIS Analyst	$212.00
GIS Analyst II	$181.00
GIS Analyst	$153.00
Sr. Graphics Specialist VI	$348.00
Sr. Graphics Specialist V	$313.00
Sr. Graphics Specialist IV	$285.00
Sr. Graphics Specialist III	$264.00
Sr. Graphics Specialist II	$244.00
Sr. Graphics Specialist	$223.00
Graphics Specialist V	$198.00
Graphics Specialist IV	$167.00
Graphics Specialist III	$150.00
Graphics Specialist II	$125.00
Graphics Specialist	$97.00
Graphics Intern	$73.00
Technicians	
Sr. Design Technician IV	$306.00
Sr. Design Technician III	$271.00
Sr. Design Technician II	$244.00
Sr. Design Technician	$223.00
Design Technician IV	$202.00
Design Technician III	$174.00
Design Technician II	$150.00
Design Technician	$125.00
Sr. CAD Technician II	$219.00
Sr. CAD Technician	$184.00
CAD Technician II	$150.00
CAD Technician	$122.00
Jr. CAD Technician	$97.00
Sr. Field Technician IV	$317.00
Sr. Field Technician III	$289.00
Sr. Field Technician II	$264.00
Sr. Field Technician	$237.00
Field Technician IV	$209.00
Field Technician III	$177.00
Field Technician II	$150.00
Field Technician	$125.00
Jr. Field Technician II	$101.00
Jr. Field Technician	$77.00
Telecom and ITS Technicians	
Sr. Telecommunications Manager III	$348.00
Sr. Telecommunications Manager II	$303.00
Sr. Telecommunications Manager	$261.00
Sr. Telecom Site Acqstn. Specialist III	$327.00
Sr. Telecom Site Acqstn. Specialist II	$282.00
Sr. Telecom Site Acqstn. Specialist	$251.00
Telecom Site Acquisition Specialist III	$219.00
Telecom Site Acquisition Specialist II	$184.00
Telecom Site Acquisition Specialist	$153.00
Sr. Telecom Construction Manager III	$418.00
Sr. Telecom Construction Manager II	$351.00
Sr. Telecom Construction Manager	$282.00
Telecom Construction Manager III	$247.00
Telecom Construction Manager II	$219.00
Telecom Construction Manager	$191.00
Sr. Transportation ITS Engineer III	$365.00
Sr. Transportation ITS Engineer II	$334.00
Sr. Transportation ITS Engineer	$299.00
Transportation ITS Engineer III	$264.00
Transportation ITS Engineer II	$237.00
Transportation ITS Engineer	$205.00

Rates effective through December 25, 2026

Horrocks.

FEE SCHEDULE

	Hourly Billed Rate
Telecom and ITS Technicians (Cont'd)	
Transportation ITS Eng. Intern III	$167.00
Transportation ITS Engineering Intern II	$139.00
Transportation ITS Engineering Intern	$104.00
Sr. ITS Field Technician IV	$306.00
Sr. ITS Field Technician III	$278.00
Sr. ITS Field Technician II	$247.00
Sr. ITS Field Technician	$219.00
ITS Field Technician IV	$195.00
ITS Field Technician III	$167.00
ITS Field Technician II	$146.00
ITS Field Technician	$122.00
Jr. ITS Field Technician II	$101.00
Jr. ITS Field Technician	$80.00
Sr. Telecom Design Manager III	$285.00
Sr. Telecom Design Manager II	$244.00
Sr. Telecom Design Manager	$209.00
Telecom Design Technician III	$167.00
Telecom Design Technician II	$146.00
Telecom Design Technician	$118.00
Telecom Design Technician Intern	$90.00
Construction Management, Inspectors and Lab	
Sr. Construction Manager III	$376.00
Sr. Construction Manager II	$324.00
Sr. Construction Manager	$271.00
Construction Manager III	$237.00
Construction Manager II	$205.00
Construction Manager	$164.00
CM Office Tech III	$247.00
CM Office Tech II	$209.00
CM Office Tech	$167.00
Lab Manager II	$271.00
Lab Manager	$233.00
Lab Tech V	$233.00
Lab Tech IV	$198.00
Lab Tech III	$170.00
Lab Tech II	$150.00
Lab Tech	$125.00
Jr. Lab Tech	$101.00
Sr. Inspector IV	$261.00
Sr. Inspector III	$240.00
Sr. Inspector II	$223.00
Sr. Inspector	$205.00
Inspector IV	$177.00
Inspector III	$160.00
Inspector II	$143.00
Inspector	$122.00
Surveyors and Technicians	
Sr. Licensed Surveyor II	$362.00
Sr. Licensed Surveyor	$317.00
Licensed Surveyor II	$271.00
Licensed Surveyor	$223.00
Sr. Surveyor/ROW Technician II	$244.00
Sr. Surveyor/ROW Technician	$202.00
Surveyor/ROW Technician III	$170.00
Surveyor/ROW Technician II	$139.00
Surveyor/ROW Technician	$104.00
Sr. ROW Acquisition Technician IV	$355.00
Sr. ROW Acquisition Technician III	$327.00
Sr. ROW Acquisition Technician II	$292.00
Sr. ROW Acquisition Technician	$271.00
ROW Acquisition Technician IV	$251.00
ROW Acquisition Technician III	$230.00
ROW Acquisition Technician II	$209.00
ROW Acquisition Technician	$177.00

	Hourly Billed Rate
Support Staff	
Sr. Administrative Assistant III	$205.00
Sr. Administrative Assistant II	$177.00
Sr. Administrative Assistant	$153.00
Administrative Assistant III	$129.00
Administrative Assistant II	$104.00
Administrative Assistant	$80.00
Network Admin	$195.00
Human Resources	$313.00
Accounting IV	$264.00
Accounting III	$230.00
Accounting II	$174.00
Accounting	$136.00
Sr. Third-Party Coordinator	$188.00
Third-Party Coordinator III	$160.00
Third-Party Coordinator II	$136.00
Third-Party Coordinator	$104.00
Equipment	
Global Positioning System	Request Pricing
Mobile LiDAR/HDS 3D Scanner	Request Pricing
Lab Testing Equipment	Request Pricing
Vacuum Truck	Request Pricing
CCTV Camera Truck	Request Pricing
Travel and Subsistence	Cost
Mileage (per mile)	$0.87
Subconsultant	Cost + 20%
Other Direct Costs	Cost + 20%

GeoTek, Inc.
320 East Corporate Drive Suite 300 Meridian, ID 83642-3511
(208) 888-7010 Office (208) 888-7924 Fax www.geotekusa.com

February 20, 2026
Proposal No. P0201526-ID

Horrocks
2775 West Navigator Dr, Suite 210
Meridian, ID 83642

Attention: Dean Barker, P.E.

Subject: Proposal for a Geotechnical Evaluation for "Caldwell Sewer Trunkline Replacement", a(n) ± Acre Site - Located at Kit Avenue, south of W Simplot Road, Caldwell, Idaho

In accordance with your request, GeoTek, Inc. (GTI) is pleased to submit this proposal to evaluate the geotechnical conditions within the subject property. Our proposal is based upon correspondence with our client, review of site aerial photography, previous experience in the area, a review of geologic maps and available publications in our library.

SITE CONDITIONS AND PROPOSED DEVELOPMENT

It is our understanding that site development would consist of performing typical cut and fill earthwork to attain the desired graded configuration(s) for the construction of a(n) sewer trunkline.

PURPOSE AND SCOPE OF SERVICES

Considering existing site conditions and the conceptual nature of proposed earthwork construction, the following is a preliminary list of geotechnical concerns that will be considered during our site evaluation. These factors will most likely need to be taken into account during site design, project planning and construction.

- Assessment of engineering properties of the onsite soils.
- Initial groundwater observations.

These geotechnical concerns have an impact on site design, construction and the financial aspects of project development. As such, each of these primary geotechnical concerns, along with some secondary concerns (not mentioned) would be considered during our geotechnical evaluation. Based on the information provided to date, evaluation of the site can be separated into three phases; 1) Field Exploration, 2) Laboratory Testing, and 3) Report Preparation. The scope of services and associated costs of the phased work are outlined and discussed in the following sections.

1) Field Exploration:

Field exploration would be performed to generally evaluate the geotechnical conditions and their influence on project design and construction. The purpose of our proposed field study would be to evaluate the nature of earth materials underlying the site and to ascertain their general engineering properties.

We propose to utilize a hollow-stem auger drill rig to advance (7) exploratory borings. The borings will be continuously logged and the soils classified by a representative of GeoTek. The termination depth of the borings (15 feet), at the proposed boring locations, will be determined in the field by a representative of GeoTek based on the underlying soil strata encountered. During subsurface explorations, initial ground water measurement will be recorded. The costs associated with the proposed field evaluation are projected below.

It is the client's responsibility to have onsite private utilities identified before GeoTek proceeds with the field investigation. GeoTek is not responsible for any damage caused to onsite private utilities if they were not identified and/or brought to GeoTek's attention prior to field investigation. GeoTek will mark our exploration locations and contact Digline, Inc. - Call Before You Dig to identify any public utilities that may be onsite. The costs associated with the proposed field evaluation are projected below.

Field Professional - Utility Locations	4 hrs. x $180/hr.	$	720.00
Drilling	105 ft. x $70/ft.	$	7,350.00
Field Professional	16 hrs. x $180/hr.	$	2,880.00
Additional Groundwater Monitoring	0 trips x $0/trip	$	-
	Subtotal	**$**	**10,950.00**

GEOTEK

2) Laboratory Testing:

Laboratory testing would be performed on collected soil samples to possibly determine laboratory compaction standards, in-situ moisture and density, soil compressibility and coefficient of consolidation, direct shear strength, material gradation, Atterberg Limits, soil expansion potential, R-Value, and chemical soil analysis. The purpose of laboratory testing would be to determine the chemical and engineering properties of the soil, so that geotechnical recommendations can be provided regarding; site preparation and removals, chemical soil heave, concrete type, conventional/deep foundation design parameters, and floor slab parameters. The estimated cost for laboratory testing phase of site evaluation is outlined below.

Laboratory Technician	12 hrs. x $95/hr.	$	1,140.00
	Subtotal	**$**	**1,140.00**

3) Report Preparation:

Based on the information obtained from the above phases of site evaluation, GTI could initially consult with the client and their other consultant(s) outlining the geotechnical concerns of project design as they interrelate to existing conditions. Based on this interaction between the consulting team and where planning flexibility allows, earthwork grades could be adjusted to minimize the impact of the geotechnical concerns. In addition, GTI would notify the client if any special geologic features are encountered during our field study so that the project surveyors may locate the identified hazards.

Once the above geotechnical services (Phases 1 & 2) are completed, a report will be prepared presenting our findings and conclusions. In addition, this report would provide guidelines to effectively mitigate the geotechnical concern(s) identified by presenting appropriate recommendations for site preparation, earthwork construction, foundation design/construction and development criteria. The estimated cost of report preparation is presented below.

Principal Engineer	0.5 hrs. x $250/hr.	$	125.00
Staff Professional	2 hrs. x $190/hr.	$	380.00
Drafting	4 hrs. x $90/hr.	$	360.00
	Subtotal	**$**	**865.00**

TOTAL GEOTECHNICAL EVALUATION = $12955.00

GEOTEK

CLOSURE

This proposal is for the geotechnical services outlined herein only and does not include testing and observation services required prior to or during construction. If requested, these services would be invoiced at our established hourly rates. Current rates are denoted on the enclosed "Work Authorization and Agreement" form. We appreciate the opportunity to submit this proposal for providing geotechnical services associated with the subject project. Enclosed is a "Work Authorization and Agreement" form for the scope of geotechnical services outlined. Should you desire us to proceed, please sign and return the "Work Authorization and Agreement" form to our office.

If GeoTek, Inc. receives a request to proceed (whether verbal, in writing, or in the form of a Work Order or Purchase Order) with any or all of the services described in this proposal prior to receiving a signed copy of the attached Work Authorization and Agreement, and GeoTek, Inc. provides any or all of the services, GeoTek and you expressly agree that the terms of this proposal, the attached fee schedule, and the terms and conditions set forth in the attached Work Authorization and Agreement form shall govern all the services performed, except to the extent such terms are superseded by an executed agreement. We look forward to working with you on this project. If you have any questions, please do not hesitate to contact the undersigned.

Respectfully submitted,
GeoTek, Inc.

Tyler S. Lydeen

Brandon Sims
Staff Professional

Tyler S. Lydeen, P.E.
Project Engineer

GEOTEK

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of March 2026, by and between **City of Caldwell, ID**, hereinafter called "CLIENT" and **HORROCKS LLC**, hereinafter referred to as "HORROCKS"; each individually referred to as “PARTY” and collectively as “PARTIES.”

WHEREAS CLIENT recognizes the need for professional and technical services relating to Kit Ave. Sewer Trunkline Replacement, hereinafter referred to as “PROJECT.”

WHEREAS CLIENT recognizes HORROCKS as having the necessary ability and experience to perform the services for the PROJECT and that it is properly qualified and licensed for this work, if required, in the state in which the PROJECT is located;

NOW, THEREFORE, CLIENT and HORROCKS agree as follows:

SECTION 1 - PROFESSIONAL SERVICES

1.1 SCOPE OF WORK. It is hereby understood and agreed that HORROCKS will provide services to CLIENT in accordance with the Attachment, Scope of Work.

1.2 ADDITIONAL SERVICES. Engineering services or items which are not specifically listed within the Scope of Work as set forth in this AGREEMENT may be provided by HORROCKS under an extension of this AGREEMENT or under separate agreement with CLIENT. ADDITIONAL SERVICES and compensation must be approved by both CLIENT and HORROCKS in writing prior to work being performed.

1.3 Paragraph intentionally left blank.

1.4 Paragraph intentionally left blank.

SECTION 2 - PROJECT SCHEDULE

2.1 The professional services to be rendered by HORROCKS shall follow the Attachment, Project Schedule (if applicable).

SECTION 3 - PAYMENT TO HORROCKS

3.1 COMPENSATION. For all services and materials pertinent hereto, HORROCKS shall bill CLIENT monthly:

☐ A) Hourly Rates and Units, for the actual hours worked by employees at the specific billing rates for each staff type indicated on the projected employee hours and costs schedule and/or the actual equipment hours and/or units used. Rates are updated annually. (Attachment_____)

☒ B) Hourly Rates and Units to Maximum, for the actual hours worked by employees at the specific billing rates for each staff type indicated on the projected employee hours and costs schedule and/or the actual equipment hours and/or units used, up to a **maximum of $344,994.** Rates are updated annually. (Attachment_____)

☐ C) Cost Plus Fixed Fee, for the actual hours worked by employees at the actual hourly wage rate plus approved, FAR Part 31 overhead rate, plus negotiated fixed fee. Expenses, Equipment hours and/ or units used will be billed at cost.
Total Estimated Costs:_____
Fixed Fee:_____
Total Budget: _____ (detail estimate attached if needed)

☐ D) Cost Plus, for the actual hours worked by employees at the actual hourly wage rate plus approved Multiplier (factor to include OH costs and profit). Expenses, Equipment hours and/ or units used will be billed at cost.
Total Estimated Costs:_____
Multiplier:_____
Total Budget: _____

☐ E) Lump Sum, HORROCKS' invoice shall be based on Percent Complete of the PROJECT based on the Scope of Work. (attached). Invoices shall include a statement that briefly describes HORROCKS' progress to justify each Invoice, up to the Total amount of $_____.

3.2 PAYMENT TERMS. CLIENT agrees to make payments within thirty (30) days of HORROCKS' invoices. If CLIENT disputes any portion of an invoice, CLIENT will notify HORROCKS of such disputed items within ten (10) days of invoice date. CLIENT recognizes that late payment of invoices results in extra expenses for HORROCKS. HORROCKS retains the right to assess CLIENT interest at the rate of one and one-half percent (1.5%) per month (18% per annum) or the

maximum legal rate of interest allowable, on invoices which are not paid within forty-five (45) days from the date of invoice. HORROCKS also reserves the right, after seven (7) days prior written notice, to suspend performance of its services under this AGREEMENT until all PAST DUE amounts have been paid in full.

3.3 Paragraph intentionally left blank.

SECTION 4 - MISCELLANEOUS PROVISIONS

4.1 STANDARD OF PERFORMANCE. HORROCKS agrees the services to be provided by it under this AGREEMENT will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession, providing the same or similar professional service, in the same or similar locality, at the same or similar time, and under the same or similar circumstances.

4.2 CLIENT-PROVIDED SERVICES AND INFORMATION. CLIENT shall furnish HORROCKS available studies, reports, and other data pertinent to HORROCKS' services; obtain or authorize HORROCKS to obtain or provide additional reports and data as required; furnish to HORROCKS services of others as required for the performance of HORROCKS' services hereunder, and HORROCKS shall be entitled to use and rely upon all information and services provided by CLIENT or others in performing HORROCKS' services under this AGREEMENT.

4.3 CLIENT-PROVIDED ACCESS. CLIENT shall arrange for access to and make all provisions for HORROCKS to enter upon public and/or private property as required for HORROCKS to perform services under this AGREEMENT.

4.4 OWNERSHIP OF WORK PRODUCT/DOCUMENTS.

a. All documents prepared by or on behalf of HORROCKS in connection with any project performed under this AGREEMENT are to be considered instruments of service for the execution of the Project. HORROCKS shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Payment to HORROCKS for the Services rendered and pursuant to the payment terms under this AGREEMENT shall be a condition precedent to CLIENT's right to use any of the documentation prepared by HORROCKS. Such documents may not be used for any other purpose without the prior written

agreement of HORROCKS. However, CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by HORROCKS in connection with the Project, for the life of said Project.

b. In the event any of HORROCKS' documents are subsequently used, reused and/or modified in any respect without HORROCKS' involvement and oversight, CLIENT hereby agrees to release, indemnify, and hold HORROCKS, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the reuse or modification of said documents.

c. Further, HORROCKS cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT hereby agrees to release, indemnify and hold HORROCKS, its officers, employees, consultants and agents harmless from and against any claims or damages arising from the use of said Electronic Files. Electronic files will remain the property of HORROCKS, may not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to any third party without HORROCKS' prior written consent.

4.5 NON-SOLICITATION:

a. Neither PARTY shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this AGREEMENT during the Term of this AGREEMENT and for one (1) year following the termination or expiration of this AGREEMENT without the prior written consent of the other PARTY.

b. However, notwithstanding the above, this Paragraph shall not restrict the right of either PARTY to solicit or recruit generally in the media, and shall not prohibit either PARTY from hiring, without prior written consent, the other PARTY'S employee who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited by the hiring PARTY.

c. For a breach of paragraph 4.5 NON-SOLICITATION, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring PARTY to the other PARTY. This compensation shall be based on the damages suffered by the other PARTY as a result of the breach, with the understanding that the amount may be subject to negotiation.

SECTION 5 - LEGAL RELATIONS

5.1 INDEPENDENT CONTRACTOR. HORROCKS and CLIENT agree that

HORROCKS is an independent contractor. Nothing contained in this AGREEMENT shall be construed as creating any agency, partnership, joint venture, other form of joint enterprise, employment or fiduciary relationship between the PARTIES. HORROCKS shall be free to render consulting services to others during the term of this AGREEMENT, so long as such activities do not interfere with or diminish HORROCKS' ability to fulfill the obligations established herein to CLIENT.

5.2 LIMITATION OF RIGHTS. The services to be performed by HORROCKS are intended solely for the benefit of CLIENT. Nothing contained herein shall confer any rights upon or create any duties toward any person or persons not a party to this AGREEMENT including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5.3 SUCCESSORS AND ASSIGNS. CLIENT and HORROCKS, respectively, bind themselves, their partners, successors, and assigns to the covenants of this AGREEMENT. Neither CLIENT nor HORROCKS will assign, sublet, or transfer any interest in this AGREEMENT, or assign any cause of action for alleged breach of this AGREEMENT, without the written consent of the other.

5.4 DELAYS. Neither PARTY is responsible to the other for delay in performance caused by events beyond their control. In the event HORROCKS' services are suspended, delayed, or interrupted for the convenience of CLIENT or delays occur beyond the control of HORROCKS, equitable adjustment(s) in HORROCKS' time of performance, compensation, and/or cost of Subconsultant(s) shall be made.

5.5 DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this AGREEMENT or the services to be rendered hereunder, with the exception of non-payment issues, CLIENT and HORROCKS agree to attempt to resolve such disputes in the following manner: First, the PARTIES agree to attempt direct negotiations between the appropriate representatives of each PARTY. Second, if such negotiations are not fully successful, the PARTIES agree to attempt to resolve any remaining disputes by formal nonbinding mediation conducted by the American Arbitration Association or by such other person or organization as the PARTIES may agree upon. Either PARTY may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the

mediation proceed within sixty (60) days of service of notice. Third, if the dispute or issues remain unresolved after the above steps, the PARTIES agree to resolve the dispute by submitting the matter to civil litigation. No action or suit may be commenced unless (1) the mediation does not occur within ninety (90) days after service of notice, (2) the mediation occurs within ninety (90) days after service of notice but does not resolve the dispute, or (3) a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.

5.6 LIMITED LIABILITY COMPANY PROTECTION. It is intended by the PARTIES to this Agreement that HORROCKS' services in connection with the Project shall not subject HORROCKS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HORROCKS LLC, a Delaware Limited Liability Company, and not against any of HORROCKS' individual employees, officers or directors.

SECTION 6 CONTRACTOR'S

6.1 CONTRACTOR'S METHODS, PRICES. HORROCKS has no control over the cost of labor, materials, equipment, or other services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or omissions on the site. Any cost estimates provided by HORROCKS will be made, based on its experience and judgment. HORROCKS cannot and does not guarantee that proposals, bids, or actual PROJECT construction costs will not vary from cost estimates prepared by HORROCKS.

6.2 CONTRACTOR'S INDEMNIFICATION. CLIENT agrees that its contract with Contractor shall expressly state that Contractor shall indemnify and hold harmless CLIENT and HORROCKS from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from Contractor's performance of work including injury to any worker on the job site, except for negligence, errors or omissions on the part of CLIENT or HORROCKS. Further, CLIENT's contract with Contractor shall require that both CLIENT and HORROCKS be named as additional insureds on Contractor's

General Liability and Builders All Risk insurance policies, and that such policies provide that the coverage is primary and noncontributory coverage with respect to any other insurance available to CLIENT and HORROCKS.

6.3 CONTRACTOR'S SAFETY METHODS. HORROCKS shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors and shall not be responsible for Contractor's failure to carry out work in accordance with the Contract Documents.

SECTION 7 LIMITATION OF LIABILITY

7.1 LIMITATION OF LIABILITIES**:** Notwithstanding any other provision in this AGREEMENT, the total liability of HORROCKS and HORROCKS' officers, directors, members, partners, agents, employees, and consultants to CLIENT for any and all claims, losses, expenses, costs, and/or damages arising out of, or resulting from, or in any way related to HORROCKS' services or this AGREEMENT, from any cause or causes whatsoever, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract, indemnity, and breach of warranty, express or implied, shall not exceed the total amount of $344,994 or the total compensation received by HORROCKS under this AGREEMENT, whichever is greater (the "Limitation Amount"). Further, in no event shall the Limitation Amount exceed the amount of insurance proceeds actually available to HORROCKS for the claim at issue at the time of settlement or final judgment. No claim may be brought against HORROCKS in contract, tort, or under any other theory more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this AGREEMENT shall be directed and/or asserted only against HORROCKS and not against any of HORROCKS' employees, shareholders, officers or directors. HORROCKS' liability with respect to any claims arising out of this AGREEMENT shall be limited as provided herein to direct damages arising out of the performance of the Services.

CLIENT agrees that any and all limitations of HORROCKS' liability, waivers of damages by CLIENT to HORROCKS and indemnifications by CLIENT to HORROCKS shall include and extend to those individuals and entities HORROCKS retains for performance of the services under this AGREEMENT, including but not limited to HORROCKS' officers, principals and employees and their heirs and assigns, as

well as HORROCKS' subconsultants and their officers, employees, heirs and assigns.

CLIENT specifically agrees that it has had the opportunity to negotiate this Limitation of Liability clause and to accept or reject its inclusion herein.

7.2 INSURANCE. HORROCKS maintains, at its own expense, workers compensation, commercial general liability, automobile liability, and professional liability insurance policies with limits at or above that which is reasonably required in the industry and will, upon request, furnish certificates of insurance to CLIENT.

7.3 INDEMNIFICATION.

HORROCKS agrees, to the extent allowed by law, to indemnify and hold harmless CLIENT, its officers, directors and employees from and against all liability for damages to the extent the damages were caused by HORROCKS' negligent acts, errors or omissions in the performance of professional services under this AGREEMENT.

CLIENT agrees, to the extent allowed by law, to indemnify and hold harmless HORROCKS, its officers, directors, employees, and subconsultants from and against all liability for damages to the extent the damages were caused by CLIENT's negligent acts, errors or omissions.

Notwithstanding the foregoing agreement to indemnify and hold harmless, the PARTIES expressly agree that HORROCKS has no duty to defend CLIENT from and against any claim, cause of action or proceeding of any kind. Neither PARTY shall be obligated to indemnify the other PARTY in any manner whatsoever for the other PARTY's negligence.

7.4 HAZARDOUS SUBSTANCE INDEMNIFICATION. With respect to claims, damages, losses, and expenses which are related to hazardous waste, pollutants, contaminants, or asbestos on or about project worksite, CLIENT shall, to the extent permitted by law and to the extent HORROCKS is not the cause of such waste, pollutants, contaminants, or asbestos, indemnify and hold harmless HORROCKS and its employees, subconsultants, or agents from and against all such claims against HORROCKS related thereto.

7.5 CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor

HORROCKS, their respective officers, directors, principals, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the PROJECT or to this AGREEMENT. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, increased finance costs, loan fees or interest on loans, and any other consequential damages that either PARTY may have incurred from any cause of action including without limitation negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and HORROCKS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the PROJECT.

SECTION 8 - TERMINATION OF AGREEMENT

8.1 TERMINATION FOR CAUSE. This AGREEMENT may be terminated in whole or in part by either PARTY if the other PARTY substantially fails to fulfill its obligations under this AGREEMENT, provided that such failure is not due to any fault of the terminating PARTY; and provided that no such termination may be effected unless the failing PARTY is given (1) not less than thirty (30) days written notice (delivered by certified mail, return receipt required) of intent to terminate, and (2) an opportunity for consultation with the terminating PARTY prior to termination.

8.2 REMEDIES FOR TERMINATION. If this AGREEMENT is terminated in whole or in part by CLIENT for reasons of default by HORROCKS, a negotiated adjustment in the price provided for in this AGREEMENT shall be made, however, no amount shall be allowed for anticipated profit or unperformed services. If this AGREEMENT is terminated in whole or in part by HORROCKS for reasons of default by CLIENT the negotiated adjustment shall include a reasonable profit on that portion of the work performed. The equitable adjustment for any termination shall provide payment to HORROCKS for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by HORROCKS relating to obligations and commitments as a result of entering into this AGREEMENT.

8.3 TERM. This AGREEMENT shall commence on the date in the introductory clause,

and HORROCKS is authorized to commence performance of the services for the PROJECT as of that date, unless otherwise noted. This AGREEMENT terminates on: 1) the date set forth in Attachment, Project Schedule (if attached) or 2) on_____, unless terminated earlier pursuant to the terms and conditions of this AGREEMENT. HORROCKS agrees to submit final invoice in a timely manner.

SECTION 9 - ENTIRE AGREEMENT

9.1 ENTIRE AGREEMENT. This Engineering Services AGREEMENT shall remain in effect throughout the duration of the PROJECT. This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT, to be effective, shall be in writing and signed by CLIENT and HORROCKS.

9.2 SEVERABILITY. If any provision of this AGREEMENT is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the PARTIES. One or more waivers by either PARTY of any provision, term, or condition shall not be construed by the other PARTY as a waiver of any subsequent breach of the same provision, term, or condition.

9.3 SURVIVAL. All limitations of liability, indemnifications, warranties, and representations contained in this AGREEMENT shall survive the completion or termination of this AGREEMENT and shall remain in full force and effect.

9.4 EXECUTION OF DOCUMENTS. HORROCKS shall not be required to execute any documents subsequent to the signing of this AGREEMENT that in any way might, in the sole judgment of HORROCKS, increase HORROCKS' risk or the availability or cost of its professional or general liability insurance. SECTION 10 - GOVERNING LAW

10.1 This AGREEMENT is to be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper offices duly authorized as of the day and year first above written.

SIGNATORY

Name of CLIENT:
Name of CLIENT Here

By: _____

PRINT NAME AND TITLE HERE
Address: _____

Project Manager:
PM Email:
PM Phone:

Name:
HORROCKS LLC

By: _____

Dean Barker, Vice President, CI Idaho State Lead
Address: 2162 W. Grove PKWY, Ste 210
Pleasant Grove, UT 84062
Project Manager: Dean Barker
PM Email: dean.barker@horrocks.com
PM Phone: 801.388.4659

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and the Council of the City of Caldwell, Idaho, that the Caldwell City Council hereby accepts and approves a Professional Services Agreement with Horrocks, in the amount of $344,994.00 which is for design services necessary for the replacement of the Kit Ave sewer trunkline; and which agreement is attached hereto and made a part hereof as is set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 20th day of April 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 20th day of April 2026.

Approved By:

Attest:

RESOLUTION NO. _____

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho that the construction contract for the 2026 Well House 20 Construction Project is hereby awarded to Desert View Construction, Inc. in the amount of $1,120,995.00. This project includes site work, building, pumping plant, and all associated mechanical, electrical, controls, and instrumentation, and structural work necessary for a complete and operational facility.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this ___ day of _____ 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this ___ day of _____ 2026.

Approved

By _____

Eric Phillips

Mayor

ATTEST

By _____

City Clerk

VIII. NOTICE OF AWARD

To: Desert View Construction Inc. **Dated** April 20th , 2026

Address: 21520 Ustick Road Caldwell, ID 83607

Project: **2026 Well House 20 Construction**

You are notified that your Bid submitted the 31st day of March, 2026 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the construction of Well House 20 in relation to the above referenced project.

The Contract price of your Contract is $ 1,120,995.00 Dollars ($).

A copy of the proposed Contract Documents, including Construction Drawings, accompany this Notice of Award.
You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award that is by

the 4th day of May, 2026.

1. You must deliver to the OWNER, either electronically through OpenGov or physically to the Caldwell City Clerk, 205 S. 6th Avenue, Caldwell, ID 83605, the fully executed Agreement including all the Contract Documents. This includes a set of the Drawings. Each of the Contract Documents must bear your signature on the cover page.

2. You must deliver with the executed Agreement the Contract Security (bonds), proof of insurance as specified in the "Instructions to Bidders" and the "Agreement", and certificate of workman's compensation coverage.

3. ADDITIONAL CONDITIONS: None

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, Owner will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER: CITY OF CALDWELL **By:** _____

Mayor
Eric Phillips

ATTEST: _____

IX. AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT (hereinafter, "Agreement") is dated on the _____day of _____, 2026 by and between the **CITY OF CALDWELL, IDAHO**, (hereinafter called OWNER) and Desert View Construction, Inc hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. DEFINITIONS

All words used in this Agreement which words are defined in any document of the Contract Documents shall have the meaning therein assigned, unless otherwise expressly provided in this Agreement, or unless context otherwise demands.

Article 2. WORK AND PROJECT

CONTRACTOR shall complete the Project and all Work as specified or indicated in the Contract Documents. The Project and Work are generally described as follows:

PROJECT: 2026 Well House 20 Construction

WORK: This project includes the site work, building, pumping plant, and all associated mechanical, electrical, controls, and instrumentation, and structural work necessary for a complete and operational facility.

Article 3. ENGINEER

The Project has been designed by (check one):

[ ] City of Caldwell
[X] Contract Engineer

The above identified entity is hereinafter called ENGINEER and may act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

COMPLETION - The Work is to be substantially complete and fully complete as outlined below. Contractor agrees that once started, work shall continuously progress until completion. For final completion, Contractor shall have all aspects of the project 100% completed and approved by the City, including but not limited to all punchlist items, clean up, stockpile & BMP removal, permit closure, final operation and maintenance manuals, and Contractor as-builts. All equipment shall be removed from the project site and all areas within the project boundaries being left in a nice, neat, clean state.

Substantial Completion: Substantial Completion by October 1, 2026.

Final Completion: Final Completion by November 1, 2026.

1. **LIQUIDATED DAMAGES** - OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.1 above, plus any extensions thereof approved and granted by the ENGINEER. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **FIFTEEN HUNDRED DOLLARS ($1,500.00)** for each day that expires after the time specified for both Substantial and Final completion dates of the project.

2. **EXTENSION OF TIME** - CONTRACTOR shall not be charged with liquidated damages because of any delays in the completion of the Work due to unforeseeable causes beyond his control and which are not his fault nor due to his negligence, including but not restricted to, Acts of God, strikes, unusually severe weather conditions or delays of subcontractors due to such causes. CONTRACTOR shall give written notice of the causes of any such act, hindrance, or delay to OWNER within five (5) days after the first day of its occurrence. Failure to provide said notice in the time required shall constitute a waiver by CONTRACTOR of any right to request an extension of the Completion Date due thereunder. If OWNER agrees that justifiable cause exists, the Completion Date shall be extended by the number of working days equal to the number of working days lost by the delay.

Article 5. CONTRACT PRICE AND PAYMENT PROCEDURE

1. **PAYMENT** - OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents.

2. **PAYMENT PROCEDURES** - For the faithful performance of this Work herein embraced, as set forth in this Agreement between OWNER and CONTRACTOR, together with official contract documents specified in Article 8, which are made a part of this agreement hereof, in accordance with the directions of the ENGINEER, and to his satisfaction, said OWNER agrees to pay to said CONTRACTOR the amount earned, computed from actual quantities of work performed, as shown by the estimate of the ENGINEER, at the unit prices designated in the Bid Schedule. Such payment shall be adjusted to account for change orders, previous progress payments, retainage, liquidated damages and interest as applicable. Payments shall be made by the City Treasurer of said OWNER upon warrants of the OWNER issued upon vouchers of said ENGINEER which have been approved by Mayor and Council of said OWNER out of monies legally available for that purpose.

3. **PROGRESS PAYMENT** - CONTRACTOR shall be entitled to monthly Progress Payments for work completed and for materials delivered and stored at the site (but not installed) during previous calendar months. On the first day of each month, or within nine (9) days thereafter, CONTRACTOR shall deliver to OWNER'S ENGINEER a signed Request for Payment containing an estimate of the actual quantities of work performed and invoices for materials delivered to the site. ENGINEER shall verify that quantities are correct and adjust totals if necessary. Payment shall be computed using UNIT PRICES designated on the Bid Form and adjusted to account for change orders, previous progress payments, retainage, liquidated damages, and interest as applicable. The receipt of Progress Payments does not signify acceptance of the Work.

4. **RETAINAGE** - OWNER shall be entitled to retain five percent (5%) of each progress payment. This retainage shall be released to the CONTRACTOR after final acceptance of the Work by the OWNER, and receipt of a tax release from the Idaho State Tax Commission.

5. **EXTRA WORK & FORCE ACCOUNT WORK** - In the event of any "Extra Work" being ordered by the Engineer of a class not covered by the prices submitted in the proposal, the basis of payment for the same shall be agreed upon in writing between the parties to the contract before such Work is done.

   The quantities shown in the CONTRACTOR's bid documents are approximate only and are for the purpose of comparing bids. The City of Caldwell reserves the right to increase or decrease any of the quantities and to make reasonable changes in designs without being responsible to the Contractor in any way for extra costs or for anticipated profits. The Contractor will be paid for the actual quantities of work, at the per-unit price set forth in the CONTRACTOR's bid documents, that are finally installed or performed at the applicable unit prices stated in his Proposal. Increases or decreases in the actual quantities above or below the estimated quantities set forth in the CONTRACTOR's bid documents shall not result in the CONTRACTOR having any right or demand for a modification of the per-unit price set forth in the CONTRACTOR's bid documents, which per-unit price shall remain fixed without regard to actual quantities used for the Work.

   If unforeseen conditions require extra work of a type or nature already contemplated by the Contract, written change orders will be furnished to the Contractor. The basis for any additional compensation will be the unit prices originally provided by the Contractor.

6. **PAYMENT OF MATERIAL ON HAND** - In preparing monthly estimates, payment shall be made to the extent of seventy-five (75) percent of the invoice cost for materials on hand to be used on the project, and stored on site in an acceptable manner. All materials must conform to the requirements of the specifications; however, payment for materials on hand will not constitute acceptance and any faulty material will be condemned and not utilized by CONTRACTOR even though such payment may have been made for same in the estimates. Deductions at the same rates and in the amounts equal to the payments will be made from the estimates as the material is used, for which partial payments have been made.

7. **FINAL PAYMENT** - Upon completion of the Work and any testing specified in the Contract Documents, CONTRACTOR shall submit a Request For Final Payment containing an estimate of the actual quantities completed. ENGINEER shall inspect the completed Work, itemize any deficiencies, verify that quantities are correct, and adjust totals if necessary. CONTRACTOR shall correct any deficiencies and provide evidence from the Idaho State Tax Commission that State and Local Taxes are paid. CONTRACTOR shall be given a Certificate of Completion and paid in full as soon as reasonably possible after correction of deficiencies and submission of required documents.

8. **FINAL GUARANTEE** - All Work is guaranteed by the CONTRACTOR for a period of 2 years from after the date final payment is made by the City. If within said guarantee period, repairs or changes are required in connection with any guaranteed Work, which in the opinion of the ENGINEER is rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the CONTRACTOR shall promptly upon receipt of written notice from the OWNER and without expense to the OWNER:

   a. Place in satisfactory condition in every particular all of such guaranteed Work and correct all defects therein;
   b. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the ENGINEER is a result of the use of materials, equipment, or workmanship which are inferior, defective or not in accordance with the terms of the contract;
   c. Make good any Work or material or the equipment and the contents of the building, structure, or site disturbed in fulfilling any such guarantee.

If the CONTRACTOR or Bonding Company, after such notice, fails to within ten (10) days proceed to comply with the terms of this guarantee the OWNER may have the defects corrected and the CONTRACTOR and his Surety shall be liable for all costs and expenses incurred; provided, however, that in case of emergency where, in the opinion of the ENGINEER, delay would cause serious loss or damage, repairs may be made without notice being given to the CONTRACTOR and the CONTRACTOR shall pay the cost thereof.

9. **COMPENSATION FOR INSPECTORS OVERTIME** - Should the CONTRACTOR choose to schedule his work so that it requires overtime be worked by OWNER crews, i.e., staking, inspection, etc., the CONTRACTOR shall be obligated to pay the overtime wages at the time and one-half rate. CONTRACTOR should take note that no construction shall take place during overtime situations without an inspector being available.

Article 6. INTEREST

All monies not paid within forty-five (45) days of CONTRACTOR'S submittal of Request For Payment (or Final Payment), and other supporting documentation, and to which the CONTRACTOR is legally entitled by this Agreement, shall bear interest at a rate of 12% per annum.

Article 7. CONTRACTOR'S REPRESENTATIVES

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

2. CONTRACTOR has studied carefully all reports and drawings of physical conditions which are identified in the Contract Documents, and accepts the determination and extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to those provided by owner above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, exploration tests, reports and studies with the terms and conditions of the Contract Documents.

6. ERRORS - CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7. DAMAGES DURING CONSTRUCTION - CONTRACTOR accepts responsibility for conducting construction activities in a manner to prevent damage to structures or facilities in or near the construction site. CONTRACTOR agrees, in the event of damage caused by construction activities, to restore said structures or facilities at CONTRACTOR'S expense to a condition equal to or exceeding that which existed prior to said construction activities.

Article 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER AND CONTRACTOR concerning the Work, consist of the following:

- Invitation To Bid
- Bid Form
- Bid Schedule Definitions
- Addenda No's _ to _ Inclusive
- WH-5 Tax Form
- This Agreement
- General Conditions
- Workman's Compensation Certificate
- Specifications & Project Drawings
- Instructions To Bidders
- Bid Schedules
- Bid Bond
- Payment and Performance Bonds
- Notice of Award
- Notice To Proceed
- Insurance Certificates
- Special Provisions

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as agreed to by both parties in writing.

Article 9. OTHER PROVISIONS

1. **SUCCESSORS AND ASSIGNS** - OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

2. **INDEMNIFICATION AND INSURANCE** - The CONTRACTOR shall not commence work under this agreement until he has obtained the insurance and furnished to the OWNER satisfactory proof of such coverage:

   2.1. INDEMNIFICATION - The CONTRACTOR and his surety shall indemnify and save the OWNER and all of its officers, agents, and employees from all suits, actions or claims as specified in Article 13, Section 5 of these documents.

   2.2. COMPENSATION INSURANCE - The CONTRACTOR shall maintain during the life of this agreement Workmen's Compensation insurance for all of his employees working under this agreement.

   2.3. LIABILITY INSURANCE - The CONTRACTOR shall maintain during the life of this agreement such bodily injury, property damage and vehicle insurance as shall protect him while

performing Work under this Contract from claims for liability or property damage which may arise from operations by himself or anyone directly or indirectly employed by him under this Contract. The amount of such insurance shall be not less than the following: Liability Insurance in the amount of $2,000,000 per occurrence and $3,000,000 in aggregate, or higher amount that may be required by law.

2.4 CERTIFICATE OF INSURANCE - NOTICE TO PROCEED shall not be issued until the CONTRACTOR has furnished to the OWNER a Certificate of Insurance executed by insurance companies authorized to do insurance business in Idaho certifying that policies of insurance as required by the Contract have been duly issued to the CONTRACTOR (and its subcontractors where required) and that the same shall not be revoked without thirty (30) days' notice to OWNER. This paragraph applies to all insurance required by the Contract including Certificate of Coverage for Workman's Compensation.

2.5 NOTICE OF TERMINATION – In the event insurance coverage required by this agreement is terminated, CONTRACTOR shall immediately notify OWNER and shall not conduct any additional Work until OWNER is provided with new certificates of insurance. Loss of insurance coverage, regardless of the cause thereof, shall not be grounds for an extension in the contract time or a waiver of liquidated damages.

3. **INDEPENDENT CONTRACTOR** - In all matters pertaining to this work, the CONTRACTOR shall be acting as an independent contractor.

Article 10. GENERAL CONTRACTOR OBLIGATIONS

CONTRACTOR is obligated and required to provide the following:

1. Locate and protect all utilities within the area required to complete the work of this Contract. CONTRACTOR is responsible for contacting Digline and others for utility locations if excavating;

2. Protect all surface structures from damage;

3. Adhere strictly to requirements for safety in the work zone as per all state and Federal statutes, and local ordinances including but not limited to O.S.H.A. Standards. Excavations: 29 CFR Part 1926 on trenching, barricading working areas to protect the public, and controlling traffic in accordance with Idaho Department of Transportation requirements;

4. Construct all facilities in accordance with State and Federal specifications and guidelines in accordance with Idaho Standards for Public Works Construction except as indicated by the Plans, General Conditions, Special Provisions or OWNER standard specifications, and as approved by the Contracting Officer.

5. Restore all surface features to former condition and usage. Pavement restoration, if a contract item, is to be to the satisfaction of the pavement owner;

6. Dispose of all rocks, brush, trees, concrete, and removed pipe disturbed by construction in accordance with all Local, State, and Federal Statues and Ordinances;

7. If part of the contract, conduct all backfill testing in accordance with Idaho Standards for Public Work Construction and City of Caldwell Standard Specifications. Deficiencies in backfill compaction shall be repaired at CONTRACTOR expense. The CONTRACTOR shall provide manpower and equipment for digging test pits and the OWNER shall provide the compaction-testing consultant. The cost of re-tests however, shall be solely at the expense of the CONTRACTOR, shall be considered incidental to the CONTRACT, and shall not be paid for separately

8. If part of the contract, conduct pressure testing in accordance with Idaho Standards for Public Work Construction, as approved by the ENGINEER. Deficiencies in line installation shall be repaired at CONTRACTOR expense. Cost of re-testing shall be at the expense of CONTRACTOR shall be considered incidental to the contract and shall not be paid for separately.

9. Maintain utility services provided by above-ground or underground facilities in the area of the Work and be liable for damages due to disruptions to service caused by CONTRACTOR'S construction activities;

10. Maintain vehicle access to adjacent properties in such instances where the construction area provides the sole vehicular access to said properties except that access may be interrupted provided that the interruption not unreasonably interfere with the use of the property and does not extend for more than eight (8) continuous hours, nor occur outside of normal daytime working hours (8:00 a.m.- 5:00 p.m.), and the affected property occupant be given a minimum 24 hour advance notification of the interruption;

11. Notify ENGINEER at least 14 days in advance of the start of construction, Notify ENGINEER if conditions vary substantially from those indicated per the specifications hereof, and Notify ENGINEER of all testing so that he may observe all tests;

The foregoing list is non-exclusive and shall not be deemed to limit any of CONTRACTOR's responsibilities otherwise expressed or implied by this Agreement.

Article 11. SCOPE OF WORK

1. **INTENT OF PLANS AND SPECIFICATIONS** - The intent of the plans and specifications is to prescribe a complete Work, Project, and improvement which the CONTRACTOR undertakes to do in full compliance with the plans, specifications, and other Contract Documents. The CONTRACTOR shall do all Work including such additional, extra and incidental Work as may be considered necessary to complete the project in a satisfactory and acceptable manner as provided in the plans, Proposal, and Contract Documents. CONTRACTOR shall furnish, unless otherwise provided, all materials, equipment, tools, labor and incidentals necessary to prosecute the completion of the Work.

2. **INCREASED OR DECREASED QUANTITIES OF WORK** - The OWNER reserves the right to make such alterations in the plans or in the quantities of Work as may be considered necessary. Such alterations shall not be considered as a waiver of any conditions of the Contract to invalidate any of the provisions thereof and will not be reason for CONTRACTOR to modify/change unit bid prices. An increase or decrease in quantities shall not constitute a reason for CONTRACTOR to modify unit prices.

3. **EXTRA WORK** - In connection with the work covered by the contract, the ENGINEER may at any time during its progress order other work or materials incidental thereto. All such work and materials which do not appear in the contract as a specific item accompanied by a unit price, and which are not included under the price bid for other items in the contract, shall be designated as "Extra Work". The CONTRACTOR shall perform "Extra Work" whenever it is deemed necessary by ENGINEER and ordered to complete fully the

project as contemplated and it must be done in accordance with the intent of these specifications. Payment for "Extra Work" will be made at an agreed unit price or lump sum price as set forth in a supplemental agreement executed by both parties to the Contract.

"Extra Work" shall be done under the supervision of the ENGINEER and his decision shall be final and binding. The plans of the Work to be followed, the materials and equipment to be used, and the amount and character of labor to be employed shall meet with approval of the ENGINEER. Authorization for "Extra Work" shall be made by the ENGINEER in writing in advance of the performance of the Work and claims for such Work not so authorized will be rejected.

4. **MAINTENANCE OF TRAFFIC** - The CONTRACTOR shall, wherever possible, provide access to streets or parking areas under construction when actual operations are not in progress and when public travel will not damage the uncompleted Work. The cost of maintaining traffic shall be the sole responsibility of the CONTRACTOR and he shall be solely liable for the damages and injuries that are in any way chargeable to construction, or any circumstances, actions or negligence in connection therewith.

5. **FINAL CLEANUP** - Upon completion of the Work and before acceptance and final payment is made, the CONTRACTOR shall remove all equipment, excess and discarded materials, temporary structures and rubbish from the site and adjacent property and shall leave the site in a neat, presentable condition.

Article 12. CONTROL OF WORK AND MATERIALS

1. **AUTHORITY OF THE ENGINEER** - The ENGINEER shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and Work to be performed, as to the manner of performance and rate of progress of the Work, as to the interpretation of the plans and specifications, as to the acceptable fulfillment of the Contract on the part of the CONTRACTORS, as to compensation, and as to mutual rights between CONTRACTORS. The decision of the ENGINEER shall be final and he shall have exclusive authority to enforce the provisions of the Contract.

2. **PLANS AND SPECIFICATIONS** - All Work performed and all materials furnished under the Contract shall be in accordance with the plans and specifications and no deviation will be permitted without the written order of the ENGINEER.

3. **CONSTRUCTION STAKES** – The CONTRACTOR is responsible for construction staking, including all lines, grades and measurements necessary for proper prosecution and control of the Work contracted for under these specifications. The CONTRACTOR shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors, which may have been made in laying out the Work. Such stakes and markings shall be scrupulously preserved by the CONTRACTOR. Any necessary re-staking due to CONTRACTOR negligence shall furnish no ground to the CONTRACTOR for claiming additional compensation or extension of time for the completion of the Contract.

4. **AUTHORITY AND DUTIES OF INSPECTORS** - Inspectors employed by the OWNER shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, quality or manufacture of the materials to be used. The Inspector shall not be authorized to revoke, alter or waive any requirements of the specifications. He shall be authorized to call the attention of the CONTRACTOR to any failure of the Work or materials to conform to the specifications and contract. He shall have the authority to reject materials or suspend the Work until any question at issue can be decided by the ENGINEER. CONTRACTOR expressly waives any right to rely on

the opinions of OWNER'S inspectors and shall obtain their own inspectors and inspections to the extent necessary to fully perform under this Contract.

5. **INSPECTION** - The ENGINEER or his representative shall be allowed access to all parts of the project at all times and shall be furnished such information and assistance by the CONTRACTOR as may be required to make a complete and detailed inspections.

6. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK** - All Work and materials, which do not conform to the requirements of the Contract shall be considered defective work. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist prior to acceptance of final payment for Work, shall be removed immediately and replaced by CONTRACTOR, and Work and materials shall conform to the specifications or shall be remedied otherwise in an acceptable manner. The fact that the inspector may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

7. **MAINTENANCE DURING CONSTRUCTION** - The CONTRACTOR shall maintain the Work until it is finally accepted. All cost of maintenance Work by the CONTRACTOR during construction and before the Work is finally accepted shall be included in the unit prices on various pay items or lump sum bid and the CONTRACTOR will not be paid an additional amount for the Work.

8. **DISPUTED CLAIMS** - In any case where the CONTRACTOR deems extra compensation is due him for Work or materials not clearly covered in the Contract, or not ordered by the ENGINEER as an extra, as defined herein, the CONTRACTOR shall notify the ENGINEER in writing of his intention to make claim for such extra compensation before he begins the Work on which he bases the claim. If such notification is not given, or the ENGINEER is not offered proper facilities by the CONTRACTOR for keeping strict account of cost, the CONTRACTOR hereby agrees to waive the claim for such extra compensation. In case the claim is found to be just, it shall be allowed and paid for as an extra as provided herein for "Extra Work". All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner and the Engineer. Such claim shall be received by the Owner and the Engineer no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim.

   The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price, and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

   In all claims for adjusted compensation due to unexpected obstructions or other causes, where it is determined by the ENGINEER that compensation is due, the amount of compensation shall be based on an adjustment in quantities at the Unit Prices submitted with the CONTRACTOR'S original bid for the classification of WORK involved in the claim for adjusted compensation. The ENGINEER shall be the final authority in determining the reasonableness in applying a Unit Price to an item of work and the manner in which it is applied.

9. **MATERIALS** - Only materials conforming to the requirements of the plans and specifications shall be used. All materials, before being incorporated in the work, shall be inspected and approved by the ENGINEER or his authorized representative.

All materials which do not meet the requirements of these specifications will be rejected and shall be removed immediately from the job unless permitted by the ENGINEER to remain. The loss in replacing improper work or material shall furnish no ground to the CONTRACTOR for claiming additional compensation or extension of time for the completion of the Contract. Upon failure on the part of the CONTRACTOR to comply forthwith with any order of the ENGINEER made under the provisions of this paragraph, the ENGINEER shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the CONTRACTOR.

10. **WORK AREA** - The CONTRACTOR shall keep the Work area in a reasonably neat condition with regard to litter and trash that may result from its own operations or from third parties. Additionally, all empty cement sacks, used form lumber, unused barricades, etc., shall be disposed of immediately in a manner satisfactory to the OWNER. The CONTRACTOR shall limit work activities to the defined Work area.

11. **COMPLIANCE WITH BUILDING/ELECTRICAL/PLUMBING CODES** - All Work performed in the performance and prosecution of this project shall be in accordance with the Uniform Building Code, the National Electrical Code, the Uniform Plumbing Code, and any and all other codes as they may be, from time to time, adopted by the City of Caldwell.

Article 13. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. **LAWS TO BE OBSERVED** - The CONTRACTOR is assumed to be familiar with all Federal, State and local laws, codes, ordinances and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the construction area, or in any way affect the conduct of the Work. No pleas of mistake in fact or ignorance on the part of the CONTRACTOR will, in any way, serve to modify the provisions of the Contract. The CONTRACTOR, at all times, shall observe and comply with all Federal, State and local laws, codes, ordinances and regulations in any manner affecting the conduct of the Work, and the CONTRACTOR and his surety shall indemnify and save harmless the OWNER and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

2. **BARRICADES, WARNINGS, SIGNS AND LIGHTS** - The CONTRACTOR will be required to provide, erect, and maintain, at his expense, barricades, construction drums, tubular markers, and warning signs, and to furnish and maintain warning lights at night to protect the public from possible injury during the progress of all parts of the Work. All traffic control devices will be set in place prior to the start of any work on the project.

   Design and use of traffic control devices shall conform to the current Manual on Uniform Traffic Control Devices.

   Traffic control devices shall be maintained in acceptable condition and any which become damaged shall be repaired or replaced at the Contractor's expense.

3. **PUBLIC SAFETY AND CONVENIENCE** - The CONTRACTOR shall at all times so conduct his Work as to insure the least possible obstruction to traffic. The convenience of the general public and residents along streets and the protection of persons and property are of prime importance and shall be provided for by the CONTRACTOR in an adequate and satisfactory manner.

Where the CONTRACTOR'S equipment is operated on any pavement or structure, not within the limits of his contract, which is used by traffic, the CONTRACTOR shall clean the pavement of all dirt and debris at the end of each day's Work. The cost of this Work will not be paid for directly but shall be considered as included in the contract unit prices for other items.

4. **PROTECTION AND RESTORATION OF PROPERTY** - The CONTRACTOR shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation and/or restoration of all public and private property, fences, monuments, underground structures, building, poles, signs, mailboxes etc. on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his manner or method of executing said Work, or due to his nonexecution of said Work, or at any time due to defective Work or materials, and said responsibility shall not be released until the Work has been completed and accepted.

   When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work, or in consequence of the nonexecution thereof on the part of the CONTRACTOR, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury in an acceptable manner.

5. **RESPONSIBILITY FOR DAMAGE CLAIMS** - The CONTRACTOR and his surety shall indemnify and save the OWNER and all of its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property, by or from the said CONTRACTOR or his employees, or by or in consequence of any neglect in safeguarding the Work, or by or on account of any act or omission, neglect, or misconduct of the said CONTRACTOR, or by or on account of any claims or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the "Workman's Compensation Law", or any other law, ordinance, order or decree, and so much of the money due said CONTRACTOR under and by virtue of his contract, as shall be considered necessary by the OWNER, may be retained, or, in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, or injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished to the OWNER.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK** - Until the final acceptance of the Work by the ENGINEER and the OWNER, the CONTRACTOR shall have the charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from faulty materials or Work or from the execution or non-execution of the Work. The CONTRACTOR shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before its completion and acceptance, and shall bear the expense thereof except damage to the Work due to Acts of God.

   An "Act of God" is construed to mean an earthquake, cloudburst, cyclone or other cataclysmic phenomenon of nature. A rainstorm, windstorm or other natural phenomenon of normal intensity for the particular locality shall not be construed as an "Act of God" and no reparation to the CONTRACTOR shall be made for damages to the Work resulting therefrom. The ENGINEER shall be the sole judge as to whether a particular natural phenomenon shall be classed as an "Act of God" or as a normal occurrence.

   In case of suspension of Work from any cause whatever, the CONTRACTOR shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway and erect temporary structures where necessary.

Article 14. PROSECUTION AND PROGRESS OF WORK

1. **SUBLETTING OF CONTRACT** - The OWNER will not recognize any subcontractor on the Project as a representative of CONTRACTOR. The CONTRACTOR shall at all times when Work is in operation be represented either in person, by a qualified superintendent, or other designated representative. All persons engaged in the Work of the construction, including subcontractors, will be considered as employees of the CONTRACTOR and he will be held responsible for their Work, which shall be subject to the provisions of the Contract.

2. **DEFAULT AND TERMINATION OF CONTRACT** - If the CONTRACTOR:

   a. Fails to begin the Work under the contract within the time specified in the "Notice to Proceed";

   b. Fails to perform the Work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the Work;

   c. Performs the Work unsuitably or neglects or refuses to remove materials or to perform anew such Work as may be rejected as unacceptable and unsuitable;

   d. Discontinues the prosecution of the Work;

   e. Fails to resume Work which has been discontinued within a reasonable time after notice to do so;

   f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency;

   g. Makes an assignment for the benefit of creditors;

Or for any other cause whatsoever, fails to carry on the Work in an acceptable manner, the ENGINEER will give notice to the CONTRACTOR as follows:

a. A written notification from the ENGINEER to the CONTRACTOR stating the infraction(s), and stating that should such infractions not be corrected within ten (10) days, the CONTRACTOR shall be deemed to be in material breach of the Contract. A copy of said notice shall be sent to the SURETY.

b. If the CONTRACTOR or Surety, within a period of ten (10) days after such notice, does not proceed in accordance therewith, the CONTRACTOR shall be deemed to be in material breach of the Contract, and the OWNER will, upon written notification from the ENGINEER of the fact of such delay, neglect or default and the CONTRACTOR'S failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the Work out of the hands of the CONTRACTOR. In the event of such a breach, the OWNER shall have the right to exercise any or all of the following options and rights:

   i. The OWNER may proceed to take full power and authority from the CONTRACTOR for performance of the Contract; and,

   ii. The OWNER may make demand on the Surety to take full responsibility from the CONTRACTOR for performance of the Contract; and,

iii. The OWNER may take any and all other action necessary to ensure completion of the Work.

iv. The OWNER may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the ENGINEER will be required for the completion of the contract in an acceptable manner.

The exercise of any or all of the foregoing options shall not relieve the CONTRACTOR or SURETY of any obligations under the Contract, the CONTRACTOR and SURETY remaining fully responsible therefore. The exercise of any or all of the foregoing options shall be at the sole discretion of the OWNER. A breach of the Contract by CONTRACTOR shall result in a waiver of any right to additional payment to CONTRACTOR, including, without limitation, release of the Retainage.

Costs and charges incurred by the OWNER, together with the cost of completing the Work under the Contract, shall be the responsibility of the CONTRACTOR and SURETY, and CONTRACTOR and the SURETY shall be liable and shall pay to the OWNER such amounts.

3. **COMPLETION OF CONTRACT** - The contract shall be considered complete after all the Work included has been completed and accepted and after the final estimate has been allowed and paid; the CONTRACTOR shall then be released from all further obligations except as set forth in his bond and as to any legal rights of the OWNER.

Article 15. BID PRICE

This is a UNIT COST bid contract. Contractor agrees to complete the Work hereof as specified at the unit prices indicated on the BID FORM and for measured quantities after completion of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Document have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on the _____day _____, 2026

.

OWNER: City of Caldwell

CONTRACTOR:

Desert View Construction, Inc
(Company name)

By: _____
MAYOR

By: _____

Its: _____

Attest:

By: _____
City Clerk

Line Item
1
2
3
4
5
6
7
8

Description
Mobilization and demobilization, submittals, O&M manuals, startup and commissioning
Site work, including grading, asphalt pavement, gravel surface, flush pond, irrigation
Yard piping, including DIP, C900, butterfly valves, floor drain piping, flush cone and line,
Well house building including building and foundation, recessed chlorine containment
Mechanical piping and equipment, including piping, fittings, pipe supports, valves, taps,
Chlorination system, including tank and assoociated appurtenances, metering pump,
Pumping system, including submersible turbine pump, motor, column, pitless unit,
Electrical, controls and instrumentation, including flow meter, pressure sensor, level sensors, switches, water level transducer, VFDs, HMI, PLC, filters, panels, standby
Total

Quantity	Unit of Measure	Unit Cost	Total
1	Lump sum	$51,393.00	$51,393.00
1	Lump sum	$132,570.00	$132,570.00
1	Lump sum	$161,617.00	$161,617.00
1	Lump sum	$188,870.00	$188,870.00
1	Lump sum	$150,436.00	$150,436.00
1	Lump sum	$37,567.00	$37,567.00
1	Lump sum	$128,190.00	$128,190.00
1	Lump sum	$270,352.00	$270,352.00
			$1,120,995.00

Regular **Item:** 12.

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing the airport improvement program grant (IIJA 3-16-0045-043-2025) for $425,210

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. FY26 IIJA 3-16-0045-043-2025 Resolution of submittance_20APR26
2. IIJA 3-16-0045-043-2025 TXY C Caldwell Executive Airport Memorandum
3. EUL_IIJA43_GrantApplication
4. EUL_IIJA43_SponsorCerts

RESOLUTION NO. _____

APPROVE RESOLUTION SUBMITTING APPLICATION FOR AIRPORT IMPROVEMENT PROGRAM GRANT (IIJA 3-16-0045-043-2025) FOR $425,210.

THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts the grant award as hereto attached.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 20th day of April 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 20th day of April 2026.

Approved,

By _____
Eric Phillips, Mayor

ATTEST:

By _____
City Clerk

MEMORANDUM

TO: Caldwell City Council

Meeting Date 20 April, 20 26

AGENDA ITEM INFORMATION

SUBJECT:

IIJA 3-16-0045-043-2025

Rehabilitate Taxiway C (Phase II)

COST IMPACT:

FUNDING SOURCE: Airport

TIMELINE: Late Spring / Summer 2026

FINANCE REVIEW: ☐ ***BUDGETED:*** ☑ ***NOT BUDGETED:*** ☐

Department Submittals	*X to mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department	X	
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering		
Mapping		
Parks and Recreation		
Airport	X	
Information Systems		
Golf Course		
OTHER:		

SUMMARY STATEMENT:

Federal 95%: $403,949
State of Idaho 2.5%: $10,631
City of Caldwell 2.5%: $10,630

Total Cost: $425,210

Taxi lane Charlie consists of the oldest pavement on the Caldwell Executive Airport. The city has been provided the opportunity to mill and replace with new asphalt at minimal cost.

The Project is being funded out of two pots of money that's why there's two different grant applications.

The Mayor will need sign pages 3, 17, 19, 22, & 23 on the applications and pages 2, 5, 8, 11, 15, & 18 on the Sponsor Certifications

RECOMMENDED ACTION:

Approve

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:
KEUL

5a. Federal Entity Identifier:
IIJA 3-16-0045-043-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Caldwell, Idaho

*b. Employer/Taxpayer Identification Number (EIN/TIN):
82-60000171

*c. UEI:
F6WMKJHKFDC7

d. Address:

*Street 1: 205 South 6th Ave
Street 2:
*City: Caldwell
County/Parish:
*State: Province: ID
*Country:
*Zip / Postal Code: USA: United States
83605-0000

e. Organizational Unit:

Department Name:
Caldwell Executive Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Scott
Middle Name:
*Last Name: Swanson
Suffix:

Title: Director of Aviation, Caldwell Executive Airport

Organizational Affiliation:
City of Caldwell, Idaho

*Telephone Number: 208-455-4673 Fax Number:

*Email: sswanson@cityofcaldwell.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number**:

CFDA No: CFDA Title:

20.117 Airport Infrastructure Grants (AIG)

***12. Funding Opportunity Number**:

IIJA 3-16-0045-043-2025

*Title:

Airport Improvement Program

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Caldwell Executive Airport, City of Caldwell, Canyon County, State of Idaho

***15. Descriptive Title of Applicant's Project**:

Rehabilitate Taxiway C (Phase II)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 1st *b. Program/Project: 1st

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 03/01/2026 *b. End Date: 12/31/2026

18. Estimated Funding ($):

*a. Federal	$ 403,949
*b. Applicant	$ 10,631
*c. State	$ 10,630
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 425,210

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Eric

Middle Name:

*Last Name: Phillips

Suffix:

*Title: Mayor, City of Caldwell, Idaho

*Telephone Number: 208-455-3011 Fax Number:

* Email: ephillips@cityofcaldwell.org

*Signature of Authorized Representative: *Date Signed:

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request ***does not*** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
    a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
    b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: *"Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."*
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.

c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.

d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.

e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Caldwell has established Airport Zoning Ordinances that contain guidance for compatible land use planning in the vicinity of the airport and height restrictions of objects near the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The City of Caldwell, Idaho possesses ownership of the airport property as indicated on Exhibit "A" dated January, 2023.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.117
2. Functional or Other Breakout:	IIJA

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 5,828
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			107,846
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			311,536
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 425,210
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			425,210
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 425,210
19. Federal Share requested of Line 18			403,949
20. Grantee share			10,631
21. Other shares			10,630
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 425,210

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	10,631
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 10,631
25. Other Shares	**Amount**
a. State	10,630
b. Other	
c. **TOTAL** - Other Shares	$ 10,630
26. TOTAL NON-FEDERAL FINANCING	$ 21,261

SECTION E – REMARKS
(Attach sheets if additional space is required)

- There have been no changes to the previously approved Exhibit "A", last updated in January 2023.
- A Construction Plan Set and Bidding and Construction Documents were developed as part of a previous project.
- Bidding and Construction of the project will be completed as part of this project.
- Title VI Assurances are attached.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: IIJA 3-16-0045-043-2026

AIRPORT: Caldwell Executive Airport

1. Objective:

Rehabilitate Taxiway C (Phase II)

2. Benefits Anticipated:

The indicated section of Taxiway C was last evaluated as part of the Idaho Transportation Department - Aeronautics Pavement Management Program in October 2022; PCI 62. The pavement continues to deteriorate and needs to be rehabilitated to prevent FOD from regularly generating on the pavement reducing the safety on the airfield. Taxiway C is highly used by the A-I and B-I aircraft on the airfield to taxi to the Runway from the GA Apron or hangars.

3. Approach: (See approved Scope of Work in Final Application)

The scope of this project consists of the bidding and construction of the rehabilitation of approximately 2,000 feet off the central portion of Taxiway C. The rehabilitation of Taxiway C will be designed to TDG 1B standards outlined in AC 150/5300-13B.

This construction project will incorporate the Construction Safety and Phasing Plan (CSPP), Engineer's Design Report, Construction Plan Set, and Bidding and Construction Documents developed as part of a previous project.

4. Geographic Location:

Caldwell Executive Airport, City of Caldwell, Canyon County, State of Idaho

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

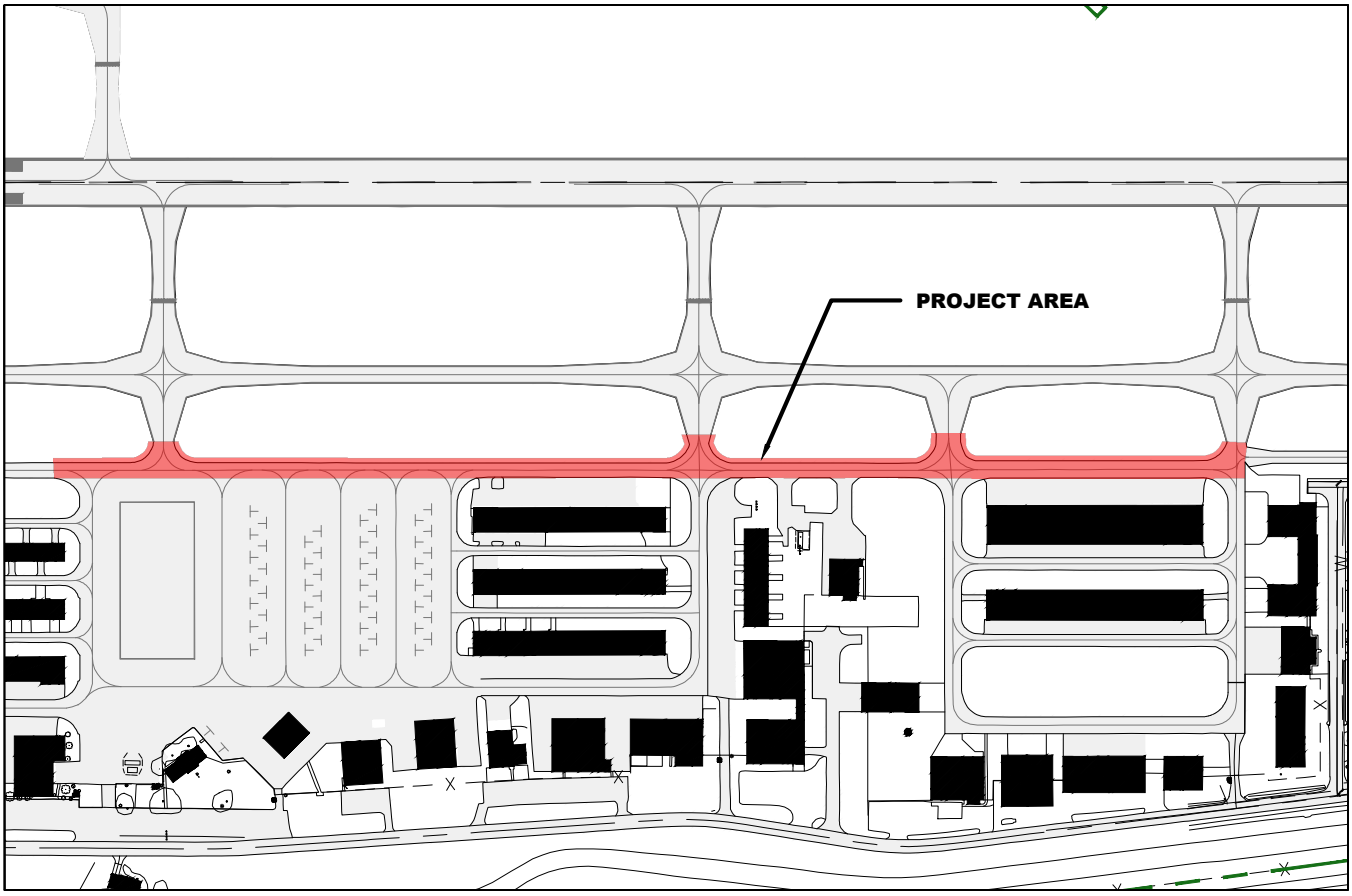
Mr. Scott Swanson, Director of Aviation
4814 E Linden St.
Caldwell, Idaho 83605, 208-459-9779

Submit by Email

CIP/APPLICATION DATA SHEET

AIRPORT: CALDWELL EXECUTIVE AIRPORT **LOCAL PRIORITY:** 1 of 1 **UPDATED:** JAN 2026

WORK ITEM (s): REHABILITATE TAXIWAY C (PHASE II)



PROPOSED PROJECT WORK LIMITS

JUSTIFICATION:

THE INDICATED SECTION OF TAXIWAY C WAS LAST EVALUATED AS PART OF THE IDAHO TRANSPORTATION DEPARTMENT - AERONAUTICS PAVEMENT MANAGEMENT PROGRAM IN OCTOBER 2022; PCI 62. THE PAVEMENT CONTINUES TO DETERIORATE AND NEEDS TO BE REHABILITATED A PREVENT FOD FROM REGULARLY GENERATING ON THE PAVEMENT REDUCING THE SAFETY OF THE AIRFIELD. TAXIWAY C IS HIGHLY USED BY THE A-I AND B-I AIRCRAFT ON THE AIRFIELD TO TAXI TO THE RUNWAY FROM THE GA APRON OR HANGARS.

SPONSOR SIGNATURE: _____ **DATE:** _____

Mr. Eric Phillips, Mayor

COST ESTIMATE:

ADMINISTRATION	$5,828.00	**ENGINEERING**	N/A	**EQUIPMENT**	N/A
LAND	N/A	**INSPECTION**	$107,846.00	**CONTINGENCIES**	N/A
APPRAISALS	N/A	**CONSTRUCTION**	$311,536.00	**TOTAL COST**	$425,210.00

ADO USE:

PREAPP NO: _____ **GRANT NO:** _____ **NPIAS CODE:** _____ **WORK CODE:** _____ **FAA PRIOR:** _____ **FED $** _____

STANDARD DOT TITLE VI ASSURANCES

The City of Caldwell, Idaho, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regards to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Caldwell, Idaho
(Sponsor)

_____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its signees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regards to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Caldwell Executive Airport

LOCATION: Caldwell, Idaho

AIP PROJECT NO.: 3-16-0045-043-2026

STATEMENTS APPLICABLE TO THIS PROJECT Rehabilitate Taxiway C (Phase II)

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Caldwell Executive Airport.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Caldwell Executive Airport, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: Mayor

SPONSORING AGENCY: City of Caldwell, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed _____ Date _____

Sponsor's Authorized Representative

Title Mayor, City of Caldwell, Idaho

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]
v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Caldwell Executive Airport / City of Caldwell, Idaho

AIP #: 3-16-0045-043-2025

Project Description(s): Rehabilitate Taxiway C (Phase II)

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None (If "None", continue with questions 3 and 4).**

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: IIJA 3-16-0045-043-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor's Authorized Official: Mr. Eric Phillips

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: IIJA 3-16-0045-043-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: IIJA 3-16-0045-043-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Caldwell Executive Airport
Address: 4814 E Linden St., Caldwell, Idaho 83605

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this _____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: IIJA 3-16-0045-043-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor's Authorized Official: Mr. Eric Phillips

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: IIJA 3-16-0045-043-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: IIJA 3-16-0045-043-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this _____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Regular **Item:** 13.

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing the airport improvement program grant (AIP 3-16-0045-044-2025) for $304,393.00

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. FY26 AIP 3-16-0045-044-2025 Resolution of submittance_20APR26
2. AIP 3-16-0045-044-2025 TXY C Caldwell Executive Airport Memorandum
3. EUL_AIP44_GrantApplication
4. EUL_AIP44_SponsorCerts

RESOLUTION NO. _____

APPROVE RESOLUTION SUBMITTING APPLICATION FOR AIRPORT IMPROVEMENT PROGRAM GRANT (AIP 3-16-0045-044-2025) FOR $304,393.00.

THEREFORE BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council accepts the grant award as hereto attached.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 20th day of April 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 20th day of April 2026.

Approved,

By _____
Eric Phillips, Mayor

ATTEST:

By _____
City Clerk

MEMORANDUM

TO: Caldwell City Council

Meeting Date 20 April, 20 26

AGENDA ITEM INFORMATION

SUBJECT:

AIP 3-16-0045-044-2025

Rehabilitate Taxiway C (Phase II)

COST IMPACT: $7,610

FUNDING SOURCE: Airport

TIMELINE: Late Spring / Summer 2026

FINANCE REVIEW: ☐ ***BUDGETED:*** ☑ ***NOT BUDGETED:*** ☐

Department Submittals	*X to mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department	X	
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works		
Street Department		
Water Department		
WWTP		
Engineering		
Mapping		
Parks and Recreation		
Airport	X	
Information Systems		
Golf Course		
OTHER:		

SUMMARY STATEMENT:

Federal 95%: $289,173
State of Idaho 2.5%: $7,610
City of Caldwell 2.5%: $7,610

Total Cost: $304,393

Taxi lane Charlie consists of the oldest pavement on the Caldwell Executive Airport. The city has been provided the opportunity to mill and replace with new asphalt at minimal cost.

The Project is being funded out of two pots of money that's why there's two different grant applications.

The Mayor will need sign pages 3, 17, 19, 22, & 23 on the applications and pages 2, 5, 8, 11, 15, & 18 on the Sponsor Certifications

RECOMMENDED ACTION:

Approve

Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*3. Date Received:

4. Applicant Identifier:
KEUL

5a. Federal Entity Identifier:
AIP 3-16-0045-044-2025

*5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: City of Caldwell, Idaho

*b. Employer/Taxpayer Identification Number (EIN/TIN):
82-60000171

*c. UEI:
F6WMKJHKFDC7

d. Address:

*Street 1: 205 South 6th Ave
Street 2:
*City: Caldwell
County/Parish:
*State: Province: ID
*Country:
*Zip / Postal Code USA: United States
83605-0000

e. Organizational Unit:

Department Name:
Caldwell Executive Airport

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Scott
Middle Name:
*Last Name: Swanson
Suffix:

Title: Director of Aviation, Caldwell Executive Airport

Organizational Affiliation:
City of Caldwell, Idaho

*Telephone Number: 208-455-4673 Fax Number:

*Email: sswanson@cityofcaldwell.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

***11. Catalog of Federal Domestic Assistance Number**:

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

***12. Funding Opportunity Number**:

AIP 3-16-0045-044-2025

*Title:

Airport Improvement Program

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Caldwell Executive Airport, City of Caldwell, Canyon County, State of Idaho

***15. Descriptive Title of Applicant's Project**:

Rehabilitate Taxiway C (Phase II)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 1st *b. Program/Project: 1st

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 03/01/2026 *b. End Date: 12/31/2026

18. Estimated Funding ($):

*a. Federal	$ 289,173
*b. Applicant	$ 7,610
*c. State	$ 7,610
*d. Local	$ 0
*e. Other	$ 0
*f. Program Income	$ 0
*g. TOTAL	$ 304,393

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

If "Yes", explain:

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Eric

Middle Name:

*Last Name: Phillips

Suffix:

*Title: Mayor, City of Caldwell, Idaho

*Telephone Number: 208-455-3011 Fax Number:

* Email: ephillips@cityofcaldwell.org

*Signature of Authorized Representative: *Date Signed:

U.S. Department
of Transportation
Federal Aviation
Administration

FAA Form 5100-100, Application for Federal Assistance (Development and Equipment Projects)

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 28 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200; no assurance of confidentiality is provided. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

INSTRUCTIONS FOR FORM 5100-100

PART I – Application for Federal Assistance

Part I of the Application for Federal Assistance consists of a completed Standard Form (SF) 424. The remaining parts of Form 5100-100 (Parts II, III and IV) represent continuation pages that the Sponsor must attach to the associated SF-424 form. The signature of the Sponsor's authorized representative on the SF-424 form represents acceptance of the representations and certifications made within the corresponding FAA 5100-100 form.

PART II – Project Approval Information

This information is necessary for the Federal Aviation Administration to evaluate this request for Federal assistance. Responses do not require an explanation unless explicitly requested by the question.

SECTION A. STATUTORY CONDITIONS

Item 1 – Indicate whether the Sponsor maintains an active registration in the Federal System for Award Management (SAM). Pursuant to 2 CFR §25.200(b), a Sponsor must maintain an active registration in the Central Contractor Registration repository (housed within SAM) with current information at the time of the application and during the active period of the Federal award.

Item 2 – Indicate whether the Sponsor can commence the project within the same fiscal year the grant is made or within 6 months of when the grant is made, whichever is later. Attach explanation for negative responses. This information is considered when allocating discretionary funds. (49 U.S.C. § 47115(d)(2))

Item 3 – Indicate whether the Sponsor can complete the project without unreasonable delays. If applicable, provide listing of foreseeable events (winter shutdown, land acquisition issues, non-aeronautical events, etc.) that have potential to delay completion of the project. (49 USC § 47106(a))

Item 4 – Indicate whether the environmental review (i.e. environmental assessment, mitigated FONSI, etc.) identified impacts or effects on the environment that require mitigating measures that lessen the impact or effect on the environment. If yes, provide a summary listing of mitigating measures. (49 U.S.C. § 47106(c))

Item 5 – Indicate whether the project covered by this request is also covered by an approved Passenger Facility Charge (PFC) application or other Federal assistance program by selecting all applicable check boxes (49 U.S.C. § 40117(d) and 2 CFR § 200.403). If the approved PFC application only addresses the Sponsor's AIP matching share, select the appropriate check box.

If the project, or portions thereof, is covered by another Federal assistance program, identify the Federal assistance program by name and the Catalog of Federal Domestic Assistance (CFDA) number.

Item 6 – Indicate whether the Sponsor intends to seek reimbursement of Sponsor indirect costs as defined by 2 CFR §200.414 and 2 CFR Appendix VII to Part 200. This information request ***does not*** include the indirect costs claimed by a for-profit entity (e.g. consultant).

- The de minimis rate may only be used if the Sponsor has not previously received a negotiated Indirect Cost Rata (ICR) and does not exceed the limitations prescribed in Appendix VII to Part 200.
- A Sponsor with an existing approved negotiated ICR must identify the ICR value, the name of the cognizant agency that approved the ICR and the date of approval.

SECTION B. CERTIFICATION REGARDING LOBBYING

This section addresses the Sponsor's declaration regarding lobbying activities. The declaration made in the section are under signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached.

Title 31 U.S.C. § 1352 establishes that no appropriated funds may be expended by a recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this covered Federal assistance action. Pursuant to 40 CFR part 20, this certification attests that the Sponsor has not made, and will not make, any payment prohibited payment by 31 U.S.C. § 1352.

SECTION C. REPRESENTATIONS AND CERTIFICATION

1. **Compatible Land Use** (49 U.S.C. § 47107(a)(10)) – Identify actions the Sponsor has taken to assure land uses in close proximity to the airport are compatible with normal airport operations.
2. **Defaults** – Confirm that Sponsor is not in default on any obligation to the United States or any agency of the United States government.
3. **Possible Disabilities** – Confirm that Sponsor has no facts or circumstances (i.e. legal, financial or otherwise) that might adversely affect the Sponsor in completing the project and carrying out the provisions of the associated Grant Assurances.
4. **Consistency with Local Plans** (49 U.S.C. § 47106(a)) – Confirm project is consistent with plans (existing at the time the project is approved) of public agencies authorized by the State in which the airport is located to plan.
5. **Consideration of Local Interests** (49 U.S.C. § 47106(b)) – Confirm the Sponsor has given fair consideration to the community in and near the project.
6. **Consultation with Users** (49 U.S.C. § 47105(a)) - Confirm the Sponsor has consulted with airport users that will be affected by the project.
7. **Public Hearings** (49 U.S.C. § 47106(c)) – For projects involving the location of an airport, runway or major runway extension, confirm the Sponsor:
    a. Provided an opportunity for a public hearing to consider economic, social and environmental effects of the project.
    b. Has voting representation from the communities in which the project is located; or has advised the communities that they have the right to petition the Secretary about the proposed project.
8. **Air and Water Quality Standards** - Confirm Sponsor will comply with applicable air and water quality standards.
9. **Exclusive Rights** (49 U.S.C. § 47107(a) – Identify all instances of exclusive rights to conduct aeronautical services at the airport.
10. **Land (49 U.S.C. § 47106(b))** –
    a. Identify property interests specific to the development project and/or land acquisition. The declaration of property interest is to be based upon a title opinion submitted by an attorney. When identifying the property interest, use the same parcel numbers as used to identify the property on the associated Exhibit A property map.
    Example: *"Sponsor maintains property interest as depicted within the property table on the Exhibit A property map dated __/__/__ originally filed with AIP Project ###."*
    b. Complete this subpart if the Sponsor proposes a project for which they have not yet obtained appropriate property interests. Note that the work may not commence until Sponsor obtains acceptable property interests. Identify such property by parcel number that corresponds to the associated Exhibit A property map.
    c. Complete this subpart when acquiring property interests under the grant. Identify such property by parcel number that corresponds to the associated Exhibit A property map.

PART III – Budget Information

SECTION A. GENERAL

1. Assistance Listing Number - Show the Assistance Listing Number from which the assistance is requested.

2. Functional or Other Breakout: Indicate “Airport Improvement Program”. Prepare a separate set of Part III forms for other Federal program categories.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. Use all columns when requesting revisions of previously awarded amounts.

Line 1 - Enter amounts needed for administration expenses, which may include such items as: legal fees, mailing/shipping expenses, audit fees and documented Sponsor employee time that is necessary to administer the grant.

Line 2 - Enter amounts pertaining to allowable preliminary expenses. These include such expenses as independent fee estimate preparation, advertising expenses and permits.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter fees for architectural engineering basic services.

Line 5 - Enter amounts for architectural engineering special services (e.g. surveys, tests and borings).

Line 6 - Enter fees for inspection, testing and monitoring of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the cost of demolition or removal of improvements on developed land. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to or restoration of a facility. Include in this category the amounts of project improvements such as grading, drainage, paving, marking, lighting, buildings, seeding/sodding, etc.

Line 12 - Enter amounts for equipment. Examples include ARFF vehicles, SRE equipment, AWOS equipment, interactive training, NAVAID equipment, etc.)

Line 13 - Enter miscellaneous amounts for items not specifically covered by previous categories.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program. Examples include vehicle trade-in value, sale of millings resulting from project, credits passed on from contractor, etc. This line may be used to indicate applied liquidated damages.

Line 16 - Enter the difference between Line 14 and Line 15.

Line 17 - Enter the aggregate amount for those items, which are a part of the project but not subject to Federal participation. Refer to Section C, exclusions.

Line 18 – Enter the subtotal sum of Lines 16 and 17. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 19 - Indicate the total amount of the Federal assistance requested. This value is determined by multiplying the grant participation rate by the amount indicated in line 18.

Line 20 – Indicate the amount of the Grantee's share (from Section D).

Line 21 – Indicate the amount of other shares (from Section D)

Line 22 – Indicate sum of Lines 19, 20 and 21.

SECTION C. EXCLUSIONS

Line 23 a-g - Identify and list those costs which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 24 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E - Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 24h - Indicate total of Lines 24 a-g. This amount must equal the amount in Section B, Line 20.

Line 25a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash or other contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E - Remarks.

Line 25c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 21.

Line 26 - Enter the totals of Lines 24h and 25c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV – Program Narrative

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE

Provide a short and concise description of the proposed improvement. Include a narrative on why this improvement is needed.

2. RESULTS OR BENEFITS EXPECTED

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the Sponsor proposes to accomplish the work.

b. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as construction approach, reductions in cost or time or extraordinary social and community involvements.

c. Provide projections of project milestone dates. As a minimum, identify target dates for defining project costs (i.e. bid opening or completion of negotiations), anticipated issuance of notice-to-proceed and anticipated project completion date.

d. Identify monitoring and oversight mechanisms the Sponsor proposes to implement.

e. List key individuals and entities such as consultant, Sponsor personnel and contractor who will work on the project. Provide a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION

Identify location of the project. This will typically be the name of the airport.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated or underway under the Federal Assistance listed under Part II, Section A, Item 5.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope, budget, or objectives have changed or an extension of time is necessary, explain the circumstances and justify.

6. SPONSOR'S REPRESENTATIVE

Identify contact information of Sponsor's representative.

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Caldwell has established Airport Zoning Ordinances that contain guidance for compatible land use planning in the vicinity of the airport and height restrictions of objects near the airport.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The City of Caldwell, Idaho possesses ownership of the airport property as indicated on Exhibit "A" dated January, 2023.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

N/A

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	20.116
2. Functional or Other Breakout:	AIP

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 4,172
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			77,203
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			223,017
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 304,392
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			304,392
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			$ 304,392
19. Federal Share requested of Line 18			289,173
20. Grantee share			7,610
21. Other shares			7,609
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 304,392

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	7,610
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 7,610
25. Other Shares	**Amount**
a. State	7,609
b. Other	
c. **TOTAL** - Other Shares	$ 7,609
26. TOTAL NON-FEDERAL FINANCING	$ 15,219

SECTION E – REMARKS
(Attach sheets if additional space is required)

- There have been no changes to the previously approved Exhibit "A", last updated in January 2023.
- A Construction Plan Set and Bidding and Construction Documents were developed as part of a previous project.
- Bidding and Construction of the project will be completed as part of this project.
- Title VI Assurances are attached.

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: AIP 3-16-0045-044-2026

AIRPORT: Caldwell Executive Airport

1. Objective:

Rehabilitate Taxiway C (Phase II)

2. Benefits Anticipated:

The indicated section of Taxiway C was last evaluated as part of the Idaho Transportation Department - Aeronautics Pavement Management Program in October 2022; PCI 62. The pavement continues to deteriorate and needs to be rehabilitated to prevent FOD from regularly generating on the pavement reducing the safety on the airfield. Taxiway C is highly used by the A-I and B-I aircraft on the airfield to taxi to the Runway from the GA Apron or hangars.

3. Approach: (See approved Scope of Work in Final Application)

The scope of this project consists of the bidding and construction of the rehabilitation of approximately 2,000 feet off the central portion of Taxiway C. The rehabilitation of Taxiway C will be designed to TDG 1B standards outlined in AC 150/5300-13B.

This construction project will incorporate the Construction Safety and Phasing Plan (CSPP), Engineer's Design Report, Construction Plan Set, and Bidding and Construction Documents developed as part of a previous project.

4. Geographic Location:

Caldwell Executive Airport, City of Caldwell, Canyon County, State of Idaho

5. If Applicable, Provide Additional Information:

N/A

6. Sponsor's Representative: (include address & telephone number)

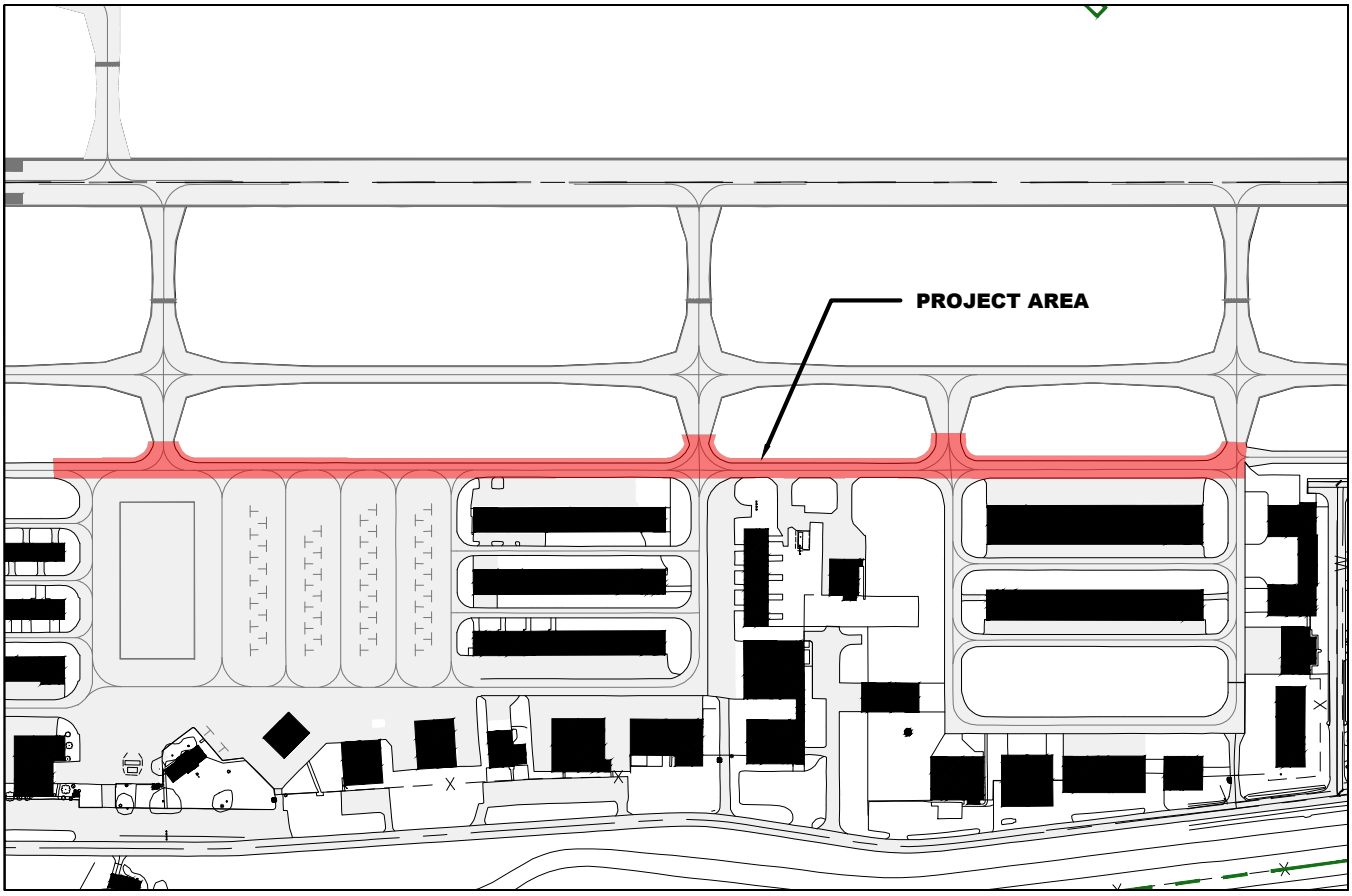
Mr. Scott Swanson, Director of Aviation
4814 E Linden St.
Caldwell, Idaho 83605, 208-459-9779

Submit by Email

CIP/APPLICATION DATA SHEET

AIRPORT: CALDWELL EXECUTIVE AIRPORT **LOCAL PRIORITY:** 1 of 1 **UPDATED:** JAN 2026

WORK ITEM (s): REHABILITATE TAXIWAY C (PHASE II)



PROPOSED PROJECT WORK LIMITS

JUSTIFICATION:

THE INDICATED SECTION OF TAXIWAY C WAS LAST EVALUATED AS PART OF THE IDAHO TRANSPORTATION DEPARTMENT - AERONAUTICS PAVEMENT MANAGEMENT PROGRAM IN OCTOBER 2022; PCI 62. THE PAVEMENT CONTINUES TO DETERIORATE AND NEEDS TO BE REHABILITATED A PREVENT FOD FROM REGULARLY GENERATING ON THE PAVEMENT REDUCING THE SAFETY OF THE AIRFIELD. TAXIWAY C IS HIGHLY USED BY THE A-I AND B-I AIRCRAFT ON THE AIRFIELD TO TAXI TO THE RUNWAY FROM THE GA APRON OR HANGARS.

SPONSOR SIGNATURE: _____ **DATE:** _____

Mr. Eric Phillips, Mayor

COST ESTIMATE:

ADMINISTRATION	$4,172.00	**ENGINEERING**	N/A	**EQUIPMENT**	N/A
LAND	N/A	**INSPECTION**	$77,203.00	**CONTINGENCIES**	N/A
APPRAISALS	N/A	**CONSTRUCTION**	$223,017.00	**TOTAL COST**	$304,392.00

ADO USE:

PREAPP NO: _____ **GRANT NO:** _____ **NPIAS CODE:** _____ **WORK CODE:** _____ **FAA PRIOR:** _____ **FED $** _____

STANDARD DOT TITLE VI ASSURANCES

The City of Caldwell, Idaho, (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regards to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

City of Caldwell, Idaho
(Sponsor)

_____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its signees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regards to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Caldwell Executive Airport

LOCATION: Caldwell, Idaho

AIP PROJECT NO.: 3-16-0045-044-2026

STATEMENTS APPLICABLE TO THIS PROJECT Rehabilitate Taxiway C (Phase II)

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Caldwell Executive Airport.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Caldwell Executive Airport, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: _____ DATE: _____

TITLE: Mayor

SPONSORING AGENCY: City of Caldwell, Idaho

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed _____ Date _____

Sponsor's Authorized Representative

Title Mayor, City of Caldwell, Idaho

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.[1, 2]

f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]

g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for

residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for

certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not

conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or

transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

   1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

   2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

   1. eliminate such adverse effect in a manner approved by the Secretary; or

   2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of

race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;

2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
   1. Reinvestment in an approved noise compatibility project;
   2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
   3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
   4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
   5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction

management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for

enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. **Access to Leaded Aviation Gasoline**

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded, IIJA Funded, and PFC Approved Projects

Updated: 03/05/2025

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7E	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14C	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19B	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B, Change 1	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5300-20	Submission of On-Airport Proposals for Aeronautical Study
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18H	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors

NUMBER	TITLE
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42K	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44L	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46F	Specification for Runway, Taxiway, Heliport, and Vertiport Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2D	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND IIJA PROJECTS ONLY

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Caldwell Executive Airport / City of Caldwell, Idaho

AIP #: 3-16-0045-044-2025

Project Description(s): Rehabilitate Taxiway C (Phase II)

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None (If "None", continue with questions 3 and 4).**

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: AIP 3-16-0045-044-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting “Yes” represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting “No” represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If “No” is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor’s and sub-recipient’s officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor's Authorized Official: Mr. Eric Phillips

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: AIP 3-16-0045-044-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: AIP 3-16-0045-044-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Caldwell Executive Airport
Address: 4814 E Linden St., Caldwell, Idaho 83605

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this _____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: AIP 3-16-0045-044-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☐ Yes ☐ No ☒ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor's Authorized Official: Mr. Eric Phillips

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: AIP 3-16-0045-044-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this ____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Construction Project Final Acceptance
Airport Improvement Program Sponsor Certification

Sponsor: City of Caldwell, Idaho

Airport: Caldwell Executive Airport

Project Number: AIP 3-16-0045-044-2026

Description of Work: Rehabilitate Taxiway C (Phase II)

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this _____ day of April , 2026 .

Name of Sponsor: City of Caldwell, Idaho

Name of Sponsor’s Authorized Official: Mr. Eric Phillips

Title of Sponsor’s Authorized Official: Mayor

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Submit by Email

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing the surplus of excess city-owned equipment from the city of Caldwell Airport Department.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Airport Surplus Equipment Resolution 20 APR 2026

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE DISPOSITION OF EXCESS CITY-OWNED EQUIPMENT FROM THE CITY OF CALDWELL AIRPORT DEPARTMENT.

WHEREAS THE following equipment is deemed surplus, with the recommendation for disposition as follows:

Type of Equipment	**Description (model and/or serial number)**	**Disposition (scrap, trade-in, donation to other gov't agency, public auction)**
Standing Desk	The motor to raise & lower the desk no longer functions	Scrap

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council has approved the request to declare the listed items as excess and donate or transfer as requested above.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho, this 20th day of April, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho, this 20th day of April, 2026.

Approved:

By _____
Eric Phillips, Mayor

ATTEST:

By _____
City Clerk

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for Greenmont South No. 2 Final Plat (SFP25-000020).

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. CC_SR_GreenmontSouth#2FP_2026-04-20

Caldwell Planning & Zoning Department
STAFF REPORT / FINDINGS
Consent Item | City Council | 4/20/2026

Staff Planner: Katie Wright

CASE NO(s): SFP25-000020
Project Name: Greenmont South No. 2

STAFF REVIEW SUMMARY

Staff finds the final plat **IS** compliant with all applicable codes, regulations, and policies, and is in conformance with the approved preliminary plat. Staff recommends if approved, the approvals be subject to the conditions listed in the Findings of Fact, Conclusion of Law, and Decision herein.

CITY COUNCIL DECISION

This will be updated to reflect the city council decision after the meeting and prior to signature.

City Council APPROVED / DENIED the final plat at the 4/20/2026 City Council meeting.

PROJECT SUMMARY:

Proposed Land Use Applications:

- Final Plat for Greenmont South Subdivision No. 2 consisting of 88 single family residential lots with 1.95 acres of open space on a total of 16.7 acres within the R-2 zone.

Project Name:	Greenmont South #2
Applicant:	Kent Brown
Property Owner:	Hubble Homes
Parcel ID Number(s):	R3256000000
Property or Project Size:	16.70 acres



DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the City Council approves any application, the Council must find and conclude the proposed application is compliant with the Caldwell City Code approval criteria as listed under #11 within Section I, Findings of Facts, within this report.

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

NOTE: *THIS IS NOT A PREDETERMINED DECISION. PORTIONS OF THE FINDINGS ARE WRITTEN IN AN APPROVAL AND DENIAL FORMAT. ALL EVIDENCE WILL BE CONSIDERED AND THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION WILL BE UPDATED PRIOR TO FINAL SIGNATURE.*

IN THE MATTER OF AN APPLICATION FOR A FINAL PLAT APPROVAL FOR GREENMONT SOUTH NO. 2 CONSISTING OF 88 SINGLE FAMILY RESIDENTIAL LOTS WITH 1.95 ACRES OF OPEN SPACE ON A TOTAL OF 16.7 ACRES WITHIN THE R-2 ZONE.

Property Owner: Hubble Homes

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Case No. SFP25-000020

I. FINDINGS OF FACTS

1.	**APPLICANT:**	Kent Brown
2.	**PROPERTY OWNER:**	Hubble Homes
3.	**APPLICATION REQUEST:**	Application for final plat approval of Greenmont South Subdivision No. 2 consisting of 88 single family residential lots with 1.95 acres of open space on a total of 16.7 acres within the R-2 zone.
4.	**SITE ADDRESS AND LOCATION:**	The subject site is located on the SEC of Laster and Indiana, with a property address of 4812 S INDIANA AVE, described as a portion of SE ¼ of the NE ¼ of Section 3, T3N, R3W, B.M.
5.	**ASSESSOR PARCEL NUMBER(S):**	R3256000000
6.	**PROPERTY SIZE:**	Approximately 16.7 acres, more or less
7.	**PUBLIC NOTICING:**	The planning and zoning department notifies all political subdivisions providing services within the planning jurisdiction, including school districts who will be

impacted by any changes that have been proposed from what was originally approved on the preliminary plat.

Review of the final plat submitted determined there were no modifications proposed that would necessitate additional public agency notifications.

8. **PRELIMINARY PLAT AND DEVELOPMENT BACKGROUND AND HISTORY:**

The annexation, planned unit development, and preliminary plat approval for Greenmont South (ANN23-000021, PUD23-000008, SUB24-000001) was signed by the City Council on 5/21/2024.
Phase 1 consists of 24.7 acres and includes 80 single-family residential lots and 12 common lots. Phase 1 was approved by City Council on 05/19/2025 and has not yet been recorded .
This phase consists of 16.7 acres and includes 88 single-family residential lots and 19 common lots.

9. **APPLICABLE REGULATIONS AND GUIDING DOCUMENTS:**

a. City of Caldwell Zoning Ordinance No. 1451, as amended
b. City of Caldwell Subdivision Ordinance, as amended
c. Idaho Code, Title 67, Chapter 65, Local Planning Act

10. **STAFF REVIEW AND ANALYSIS:**

Residential Type	**# of Lots**			
	PP	**FP No 1**	**FP No 2**	**Remaining**
Single-Family Detached	343	80	88	175
Common Lots	54	12	19	n/a

Non-Residential				
	PP	**FP No 1**	**FP No 2**	**Remaining**
Open Space Acreage	12.9 AC	4.27 AC	1.95 AC	6.68 AC
Amenities Approved	Play structure (2) Benches Gaga Pit Basketball Court Pickleball Courts Community Garden Fire Pit Horseshoe pit Bocce Ball Court Pergola Large Grass play space	Horseshoe pit Benches Play structure (1) Basketball Court Community Garden Pergola Gaga Pit Large grass play space	Bocce Ball Court Community Garden Fire Pits Pergola Benches	Pickleball Courts Play Structure (1)

Staff Comment: *Construction drawings and the proposed final plat have been reviewed for conformance with city codes and with the approved preliminary plat. The planning and zoning Department, in consultation with the engineering department, have determined the final plat is compliant with city code, as well as with the approved preliminary plat.*

11. **CITY COUNCIL DECISION:**

Regarding the request for a final plat approval for Greenmont South Subdivision Phase 2, a residential subdivision with 88 single-family lots and 19 common lots in an R-2 (Community Residential) zone on approximately 16.7 acres on Parcel R3256000000, located in the SE ¼ of the NE ¼ of Section 3, T3N, R3W, B.M., the subject application was placed on the 4/20/2026 City Council consent agenda for consideration.

Based upon the information received and the record of evidence presented, the City Council voted to **APPROVE** the request for final plat approval, subject to the conditions herein. In approving the requests, the City Council concluded the following:

1. The final plat is compliant with city code; and
2. The final plat is in compliance with the approved preliminary plat.

II. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.
2. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law, and Decision.
3. The City Council is authorized to approve, approve with conditions, approve with modifications, or deny final plats in accordance with Section 11-02-03 (2) D of Caldwell City Code.
4. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, and approval criteria as specified within Caldwell City Code in making their decision.

III. CONDITIONS OF APPROVAL

NOTE: Any conditions removed by the governing body will be shown in a strikethrough. Any conditions added by the governing body will be shown as underlined.

The approval of the application requests for (SFP25-000020), are subject to the adherence of the following conditions:

A. Site Specific Requirements:

1. All conditions for entitlements associated with (ANN23-000021, PUD23-000008, SUB24-000001) shall apply.
2. Prior to final plat signature, landscaping, fencing, amenities, and pathways will need to be installed or bonded for.

B. General Requirements:

1. Development of the subject property shall be in conformance with all municipal codes, policies, standards, and regulations of the City of Caldwell, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. **NOTE:** *Failure to identify a code violation during the review of the plans DOES NOT give the applicant the right or permission to violate any codes, policies, standards and/or regulations.*

2. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
3. Any nuisances existing on the property (weeds, trash, debris, etc) shall be resolved and in compliance with city codes prior to the approval of any construction drawings and/or issuance of building permits.
4. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of that application prior to commencing any change.
5. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this application or not.
6. Fencing: Fencing must comply with Caldwell City Code Section 10-02-07.
7. Approval: This approval is for the application(s) specified herein only. Additional permits, licenses and approvals may be necessary.
8. Solid Waste Disposal: All solid waste receptacles utilized during development and/or construction shall be provided by the same company with which the City of Caldwell has an exclusive contract.
9. Business Licensing: All businesses operating within the corporate limits of the city shall obtain a business permit license prior to commencing business operations.

C. Site Design and Development Standards:

1. General: All new construction shall comply with the current dimensional standards (height and setback schedule) in effect at the time the building permit is filed, excluding any deviations approved through a planned unit development, special use permit, and/or development agreement.
2. Stormwater: Strict adherence to the "Caldwell Stormwater Management Manual", as adopted by the city council as well as any subsequent adopted updates, is required. **NOTE:** *Any modifications necessary to the original approved stormwater design where additional stormwater retention or detention facilities are required, or where the approved retention and detention facilities are required to be expanded, still requires adherence to the requirements for minimum open space, landscape buffers, lot sizes and setbacks.*

D. Engineering Department Conditions:

The following items shall be completed prior to the City Engineer signing the final plat. Said items cannot be deferred by posting a financial security:

1. Water System: The final plat cannot be signed until the water system has been constructed, pressure tested and clean water samples received.
2. Sewer System: The final plat cannot be signed until the sewer system has been constructed, pressure tested, CCTV video has been submitted and approved and interim as-builts have been approved by the Engineering Department.
3. Pressurized Irrigation System: The final plat cannot be signed until the pressure irrigation system within the public right-of-way has been constructed and pressure tested.
4. Storm Drain System: The final plat cannot be signed until the storm drain system located within the public right-of-way has been constructed, passed visual inspection, and interim as-builts have been approved by the Engineering Department.

5. All-Weather Surfaces: The final plat cannot be signed until all-weather surfaces are in place, compaction test results have been submitted and approved for roadways and emergency accesses and, if paved, core sample results have been submitted and approved.

6. Street Signs: The final plat cannot be signed until all street signs have been installed to City standards and approved.

7. Construction Security: Construction security (compliant with current City Code requirements) must be provided for all items which are not among the items listed above, and which are not yet completed before the City Engineer can sign the final plat. The City must be in agreement on a construction security amount for those improvements.

8. Final Plat Review: The final plat drawing shall be submitted to the Engineering Department for review prior requesting signatures on the final plat. Adequate review time (no less than 30 days) shall be provided by the Applicant. Final plats submitted for review must meet all State statutes and City codes, policies, and ordinances.

9. Addressing: In an effort to expedite the addressing process of the final plat, applicants shall submit electronic copies of the final plat, in both PDF and AutoCAD format, to the Engineering and Mapping departments as soon as possible.

E. Fire Department Conditions:

1. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.

2. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place by phase at the time of submittal of applicable construction drawings for each phase.

F. Mapping Department Conditions:

1. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a "Subdivision Name Change Request", and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.

    a. Subdivision Name Change Requests; Prior to Final Plat Submission: If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

    b. Name Change Requests; Prior to Final Plat Recording: If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

    c. Name Change Requests; After Final Plat Recording: If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

2. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan. No changes to the original approved street names, street layout and configuration, lot and block numbering, or

subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

G. Landscaping Specific Requirements:

1. Compliance: The applicant shall comply with all landscaping requirements based on Caldwell City Code.
2. Landscape Plan: The Landscape Plan **(Exhibit 1)** represents the approved landscape plan. Any changes to the landscape plan must be submitted to the City for review and approval prior to installation.
3. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as required by the City.
4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner, and to meet the specific requirements in the Caldwell City Code.
5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.
6. Street Landscape Buffers: The street landscape buffers shall contain a mixture of sod, trees (deciduous and evergreen), shrubs, lawn, vegetative and non-vegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

Planting Type	Minimum Size at Time Planting
Evergreen trees	6-foot height minimum
Ornamental trees	2-inch caliper minimum
Shade trees	2-inch caliper minimum
Shrubs & Perennials	10" height and/or spread minimum, depending on plant species

H. Subdivision Specific Requirements:

1. Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.
2. Subdivision Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.
3. Plat Expirations:

   Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat.

4. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat.

I. Planned Unit Development Specific Requirements:

1. PUD Ownership: A planned unit development shall be under single ownership/control during the planning and developmental stage to ensure that the development can be accomplished in a unified manner.
2. PUD Amenities: 50% of the amenities shall be completed with the first 80% of building permits issued for the entire development. All amenities shall be completed prior to the final landscape inspection for street buffers and open space.
3. PUD Expiration: The completion of the first phase of a planned unit development shall take place within three (3) years of the signature date on the order of decision approving the planned unit development or said approval shall become null and void. For each phase after the first phase there shall be an allowed one year time frame per phase for completion. Should any phase not be completed within its one year time frame, approval on the uncompleted portion of the planned unit development shall become null and void. Exceptions to the time frames may be granted at the time of original approval of the planned unit development, provided said exceptions are requested in the initial application.

IV. ORDER OF DECISION

The Council, based upon the testimony and evidence in record in this matter and upon findings of fact and conclusions of law set forth herein DOES HEREBY DETERMINE AND DECIDE AS FOLLOWS: the request for a final plat approval for Greenmont South Subdivision No. 2, a residential subdivision with 88 single-family lots and 19 common lots in an R-2 (Community Residential) zone on approximately 16.7 acres on Parcel R3256000000, located in the SE ¼ of the NE ¼ of Section 3, T3N, R3W, B.M., is **APPROVED SUBJECT TO THE CONDITIONS OF APPROVAL LISTED HEREIN.**

These Findings of Fact, Conclusions of Law and Decision are for Greenmont South Subdivision Phase 2 approved and adopted by the Caldwell City Council on this date, April 20th, 2026.

_____ _____

Eric Phillips, Mayor Date of Decision

ATTEST:

_____

Kristina Buchan, City Clerk
City of Caldwell

EXHIBIT 1

Application Documents

- Application
- Narrative
- Vicinity Map
- Final Plat
- Approved Preliminary Plat
- Landscape Plan
- Open Space Exhibit

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided and fees paid for an application to be considered complete and accepted. Once accepted, all applications go through pre-screening prior to being routed for the initial review.

Failure to submit all requested items (in legible form) may delay the processing of your application. Additional information may be required during pre-screening or after the review of your proposal.

Please note that any land use action below marked with an asterisk (*) will require public hearing. Land use actions below marked with two asterisks (**) may require public hearing depending on the scope of project.

APPLICATION REQUESTS

Note: Please check all specific land uses actions below that you are applying for

- ☐ Accessory Dwelling Unit (ADU)
- ☐ Director Determination
- ☐ Administrative Development Review
- ☐ *Annexation w/ Zoning
- ☐ Business Permit (Business License)
- ☐ *Certificate of Appropriateness
- ☐ *Comprehensive Plan Amendment
- ☐ *Deannexation
- ☐ **Design Review
- ☐ Development Agreement
  - ☐ *New
  - ☐ **Modification
  - ☐ *Termination
- ☐ Home Occupation Permit
  - ☐ New
  - ☐ Renewal
- ☐ Lot Line Adjustment
- ☐ Lot Split
  - ☐ Administrative
  - ☐ Simple
- ☐ *Manufactured Home Community
- ☐ Outdoor Dining Permit
- ☐ Parcel Consolidation
- ☐ Planned Unit Development (PUD)
  - ☐ *New
  - ☐ **Modification
- ☐ Public Art / Murals
- ☐ *Rezone (Zoning Map Amendment)
- ☐ Signs[1]
- ☐ Site Plan / Landscape Plan Review[2]
- ☐ Special Use Permit (SUP)
  - ☐ *New
  - ☐ **Modification
  - ☐ Time Extension
- ■ Subdivision Plats
  - ☐ *Preliminary Plat
  - ■ Final Plat
  - ☐ *Short Plat (Regular)
  - ☐ *Short Plat (Condo)
  - ☐ **Plat Modification[3]
  - ☐ *Replat
  - ☐ Time Extension
  - ☐ Renewal
- ☐ Temporary Use Permit
  - ☐ New ☐ Renewal
  - ☐ Mobile Food Unit
  - ☐ Temporary Use Facility
  - ☐ Transient Merchant Facility
- ☐ Traffic Impact Study Review
- ☐ Vacation
- ☐ *Variance
- ☐ *Zoning Text Amendment

[1] Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.
[2] Used when not associated with other land use applications or construction drawing submissions.
[3] Re-plats are not considered plat modifications.

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

PROJECT and SITE/PROPERTY INFORMATION

Project or Business Name: Greenmont South Subdivision No 2

Site Address (s): 4812 S INDIANA AVE **Suite #:**

Parcel #(s): R3256000000

Total Acres: 16.70

General Location of Site:

Near Southeast corner of Laster and Indiana

Current Zoning of Parcel(s): *(check all that apply)*	☐ RS-1 ☐ RS-2 ☐ R-1 ■ R-2 ☐ R-3 ☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ C-C ☐ M-1 ☐ M-2 ☐ I-P ☐ A-D ☐ C-D ☐ H-D ☐ P-D ☐ T-N ☐ H-C ☐ County Zone: _____ ☐ Not Applicable
Overlay Districts: *(if applicable)*	☐ APO-1 ☐ APO-2 ☐ HD-1 ☐ City Center Indian Creek Corridor ☐ City Center Local Historic Area ■ None ☐ Not Applicable
Is Parcel(s) in Floodplain:	☐ Yes ■ No

Description of Proposed Project / Request:

Final plat application for Phase two of Greenmon

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

APPLICANT INFORMATION:

Name:	Kent Brown
Company Name (if applicable):	Kent Brown Planning Services

☐ Property Owner ■ Authorized Agent ☐ Purchaser ☐ Petitioner (Vacations only)

Mailing Address:	3161 E Springwood Dr Meridian Idaho 83642
Phone:	208-871-6842
Email:	kentlkb@gmail.com

PROPERTY OWNERS' INFORMATION

(If an LLC, please provide documentation of being an authorized signer)

☐ Not Applicable

Name:	Hubble Homes
Mailing Address:	701 S Allen Street Suite 104 Meridian Idaho 83642
Phone:	208-871-7038
Email:	aedwards@hubblehomes.com

DESIGNATED CONTACT PERSON

(Who will receive and disseminate all correspondence from the city)

Same as:

■ Applicant ☐ Property Owner ☐ Other

Name:	Kent Brown
Company Name (if applicable):	Kent Brown Planning Services
Mailing Address:	3161 E Springwood Drive Meridan Idaho 83642
Phone:	208-871-6842
Email:	kentlkb@gmail.com

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

CONTRACTOR / DEVELOPER INFORMATION	
☐ Not Applicable	
Name:	Austin Edwards / Hubble Homes
Company Name (if applicable):	Hubble Homes
Mailing Address:	701 S Allen Street Suite 104 Meridian Idaho 83642
Phone:	208-871-7038
Email:	aedwards@hubblehomes.com

ARCHITECT INFORMATION	
☒ Not Applicable	
Name:	
Company Name (if applicable):	
Mailing Address:	
Phone:	
Email:	

ENGINEER / SURVEYOR INFORMATION	
☐ Not Applicable	
Name:	Jeremy Foster
Company Name (if applicable):	C-K Engineering
Mailing Address:	1300 State Street Suite 102 Eagle Idaho 83616
Phone:	208-939-1992
Email:	Jeremy@c-kEngineers

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

LANDSCAPE ARCHITECT INFORMATION

☐ Not Applicable

Name:	John Roters
Company Name (if applicable):	South Beck & Baird
Mailing Address:	2002 S. Vista Ave Boise Idaho 83705
Phone:	208-342-2999
Email:	johnroters@cableone.net

ACKNOWLEDGEMENTS

▣ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application.

▣ I certify that I am the owner of this property, the owner's authorized agent, or the petitioner (if for a vacation). If acting as an authorized agent, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application.

▣ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I am the: ☐ Property Owner ▣ Authorized Agent ☐ Petitioner (Vacations Only)

Applicant Signature: _____ Date: _____

Printed Name: Kent Brown

City of Caldwell

Community Development Department – Planning & Zoning Division

MASTER LAND USE APPLICATION

Online Application Submittal Instructions

The City of Caldwell Planning and Zoning Department utilizes an online application portal for submission of all applications, documents, plans, and payment of fees.

Step 1:

- Log in or create an account in Citizenserve (Citizenserve Users Guide)
- Select your permit and/or application type and enter in all required information.

Step 2

- Pay fees online via Citizenserve. You will receive an email from Citizenserve directing you to make a payment once staff have reviewed your application.

Drawing Submittal Instructions:

1. All plan sheets must be uploaded in PDF format only (no CAD, JPEG, TIFF, PNG, etc.)
2. All plan sheets must be to scale.
3. All plan sheets must be uploaded to Citizenserve.
1. All applications, checklists, calculations, reports, drawings, plans, and other supporting documents must be uploaded as single-sided pdf's and must be legible and in a high-definition format.

City of Caldwell
Planning & Zoning Department
621 Cleveland Blvd., Caldwell, ID 83605 | PZ@cityofcaldwell.org | 208-455-3021

FINAL PLAT CHECKLIST

Upon receipt of this application, staff will review the project to confirm that all pre-requisite application type(s) have been submitted, reviewed, and approved. The following items must be submitted for the application to be considered complete.

- *Final plat applications may be submitted concurrently with the submission of civil construction drawings.*
- *Final plat applications are submitted to the Planning and Zoning Department.*
- *Civil construction drawings are submitted to the Engineering Department.*

1. FORMAT AND GENERAL INFORMATION REQUIRED

Applicant	Description	Staff
☒	Caldwell Master Development Application	☐
☒	If the signatory on this application is not the owner of the property, an original notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application is required.	☐
☒	Associated Fee(s): as listed on the Development Review Fee Schedule	☐
☒	A completed copy of this checklist (check each box)	☐
☐X	Provide a copy of a current title report, or warranty deed for the subject property	☐
☒	Provide a project narrative addressing any conditions of approval or changes from the approved preliminary plat.	☐
☒	One (1) full size copy of the approved preliminary plat (pdf format).	☐
☐ incl. ☒XXX n/a	One (1) full size copy of an amended preliminary plat in pdf format (if changes from the approved preliminary plat are being proposed)	☐
☒	One (1) full size copy of the final plat (pdf format)	☐
☒	One (1) georeferenced ArcMap-compatible file, such as a zipped shapefile, of the final plat shall be submitted with construction drawings to the engineering department.	☐
☒	The final plat drawing(s) shall be submitted in digital form using .dwg drawing file format and shall be spatially referenced to the Idaho state plane coordinate system - west zone, North American datum (NAD) 83.	☐
☒	One (1) copy of the final plat shall be a reproducible Mylar copy, suitable for blue line reproduction, and shall be submitted to the engineering department.	☐

☒	Provide a copy of the Order of Decision for the preliminary plat	☐
☐ incl. ☐ n/a	Provide a copy of the Development Agreement (if applicable)	☐
☒	General formatting: The final plat shall be drawn to an accurate scale having not more than one hundred feet to an inch (100' = 1") and shall be in a high-resolution format that is clear and legible. All final plats to be offered for recording shall be in accordance with Idaho Code title 50, chapter 13, and city code.	☐
☒	All final plat sheets shall be 24" x 36" with an appropriate, readable scale.	☐
	☐ Orient plat so that north is to the top or left-hand side of sheet.	☐
	☐ Provide north arrow, graphic scale, and written scale.	☐
	☐ Provide a vicinity map in the same orientation of plat showing subject property.	☐

2. FINAL PLAT REQUIRED CONTENT

Applicant	Description	Staff
☒	Designate a title block in the lower, right-hand corner of the plat document. The title block shall contain the name of the subdivision and its location by number, section, township, range and county, date of preparation, and plat type.	☐
☒	Surveyor Information: Plat shall contain the name, address and official seal of the professional land surveyor preparing and stamping the plat.	☐
☒	Include the number of lots for each residential, commercial, and/or industrial type land use; the number of common open space lots; acreage; and the number of dwelling units for each type.	☐
☒	Plat shall include a statement in accordance with Idaho Code section 50-1334 as to the water system being utilized.	☐
☒	For multiple page plats, indicate the sheet number for each page of the plat as: Sheet [#] of [Total #].	☐
☒	Boundaries of the tract to be subdivided fully balanced and closed, showing all bearings and distances, determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.	☐
☒	Any excepted parcel(s) within the plat boundaries shall show all bearings and distances, determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.	☐
☒	Location and description of cardinal points to which all dimensions, angles, bearings, and similar data on the plat shall be referenced.	☐
☒	Reference by dimension and bearing to a combination of two (2) section corners, quarter section corners, or recorded monuments.	☐
☒	Provide a legend for all abbreviations, graphic symbols, and line types used.	☐

Applicant	Description	Staff
☒	Name, right of way lines, courses; lengths and widths of all public streets, pathways, and utility easements; all linear curves for street centerlines and property lines shall include the following information: (A) Radii. (B) Central angle. (C) Arc length. (D) Points of tangency. (E) Long chord, length and bearing.	☐
☒	All proposed easements for access provided for public services, utilities, or public pathways, and any limitations of the easements, as well as dimensions, bearings, widths, and use indicated. Any existing recorded easements on the subject property shall also be shown with use, width, dimensions, bearings and applicable instrument numbers.	☐
☒	All lots shall be numbered by consecutive numbers throughout the plat. "Exceptions" or areas not designated as a lot shall be so designated, lettered or named and clearly dimensioned. Both square footage and acreage of every lot within the subdivision shall be noted.	☐
☒	Location, dimensions, bearings, radii, arcs and central angles of all sites to be dedicated to the public shall be clearly indicated and the intended use specified.	☐
☒	Certification and signature by the professional land surveyor preparing said plat certifying to the accuracy of the survey and plat and that the monuments described in it have been located as described.	☐
☒	Certification, acknowledgment, and signature by the owner including dedication of all streets, rights of way and any sites for public use, and granting of any existing or proposed easements, including acknowledgment of such.	☐
☒	Certification and signature of the county surveyor verifying that the accuracy of the plat complies with the requirements of Idaho Code.	☐
☒	Signature block for city engineer verifying that final plat complies with Idaho Code, title 50 and with city code.	☐
☒	Signature block for city clerk verifying council approval of said final plat.	☐
☒	Certification and signature of the health department verifying approval of sewer and water facilities as required by Idaho Code, title 50, chapter 13.	☐
☒	Certification of county treasurer as required by Idaho Code, title 50, chapter 13.	☐

3. SITE DATA

Applicant	Description	Staff
☒	Complete the data table below.	☐

Total Acreage of Site:	24.72	Total Acreage of Any Out-Parcels:	
Residential / Multi-Family Information:			
Total # of Lots:	92	Total # of Dwelling Units:	80
# of Residential Lots	80	# of Single-Family (detached or townhomes):	80
# of Common Lots	12	# of Duplex Dwelling Units:	0
Total Acreage of Common Lots:	6.09	# of Triplex Dwelling Units:	0
Minimum Lot Size:	4863sf	# of 4-, 5-, or Six Family Dwelling Units:	0
Maximum Lot Size:	7806	# of Multi-Family Dwelling Units:	0
Average Lot Size:	5762	Dwelling Units per Gross Acre:	3.2
Minimum Street Frontage:	42	Minimum Lot Width:	42
Commercial / Industrial Information:			
# of Commercial Lots:	0	Total Gross Square Feet of Commercial Buildings:	0
# of Industrial Lots:	0	Total Gross Square Feet of Industrial Buildings:	0

APPLICANT ACKNOWLEDGMENT

By signing below, I acknowledge:

☒ All items on the checklist are included in the submittal package.

☒ All documents are single sided and high-resolution.

☒ All submittal information included within the checklist and the application are, to the best of my knowledge, complete and accurate.

☒ I am aware that my civil construction drawings WILL NOT be approved until all outstanding items have been addressed and the final plat has been heard by City Council.

Kent Brown

Printed Name

February 17,2025

Date

Kent Brown

Signature

The applicant is the:

☐ Property Owner

☒ Property Owner's Agent/Representative

KENT BROWN
PLANNING SERVICES

August 18, 2025

Caldwell City Planning & Zoning Department
621 Cleveland Boulevard
Caldwell ID 83605

RE: Final Plat for Greenmont South Subdivision No 2

Dear Staff and Council:

On behalf of Hubble Homes LLC, please accept our request for final plat approval for Greenmont South Subdivision No 2. Greenmont South development is located, North west corner of Laster Road and Indiana Ave and comprising R-2 zoning. This final plat includes 19 common lots and 88 residential single family lots. This request is incompliance with the approved preliminary plat and in accordance with the City of Caldwell Final Plat application and checklist forms.

Please contact me if you have any questions regarding this application.

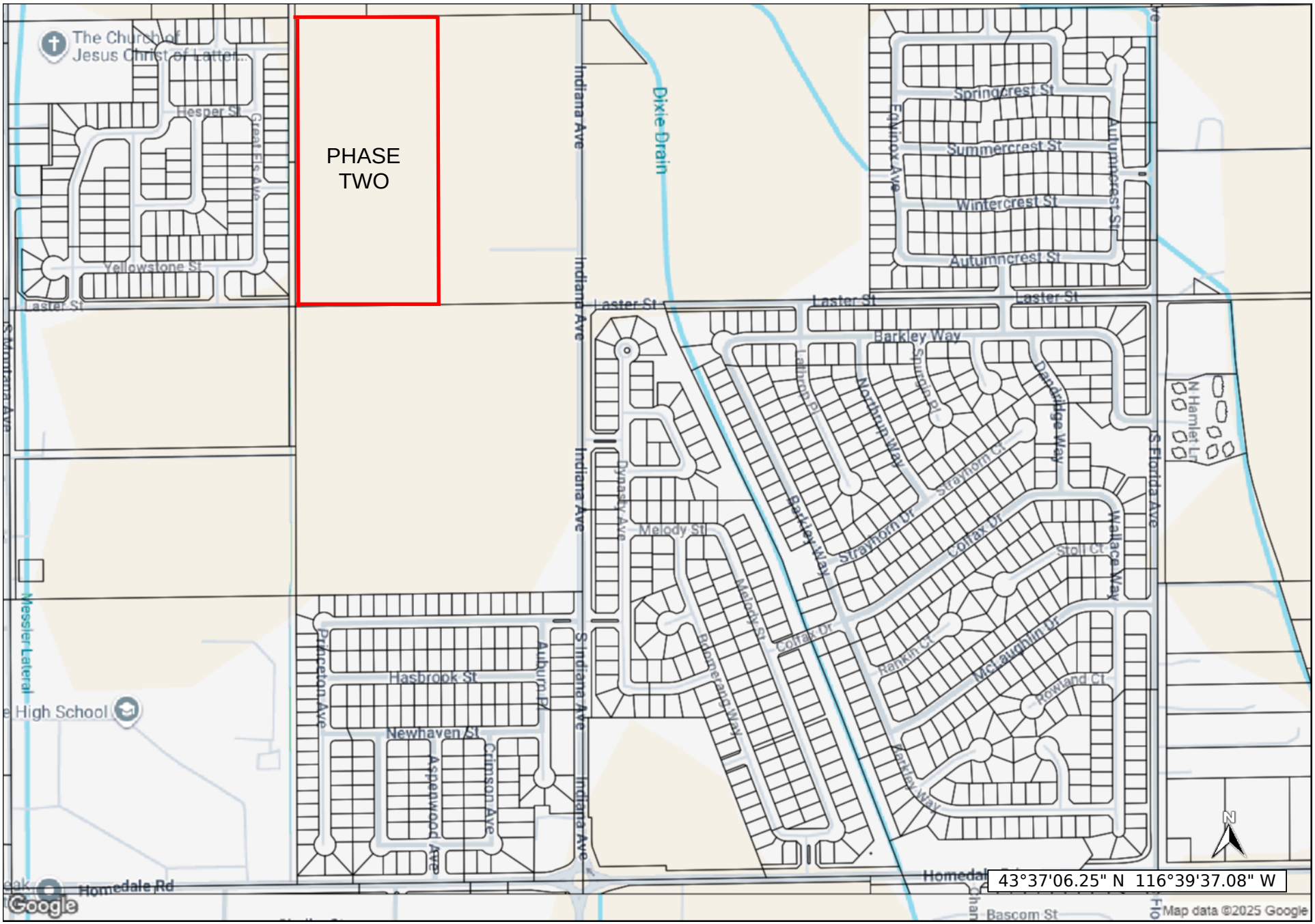
Sincerely,



Kent Brown
Planner

Greenmont South no 2

Vicinity map



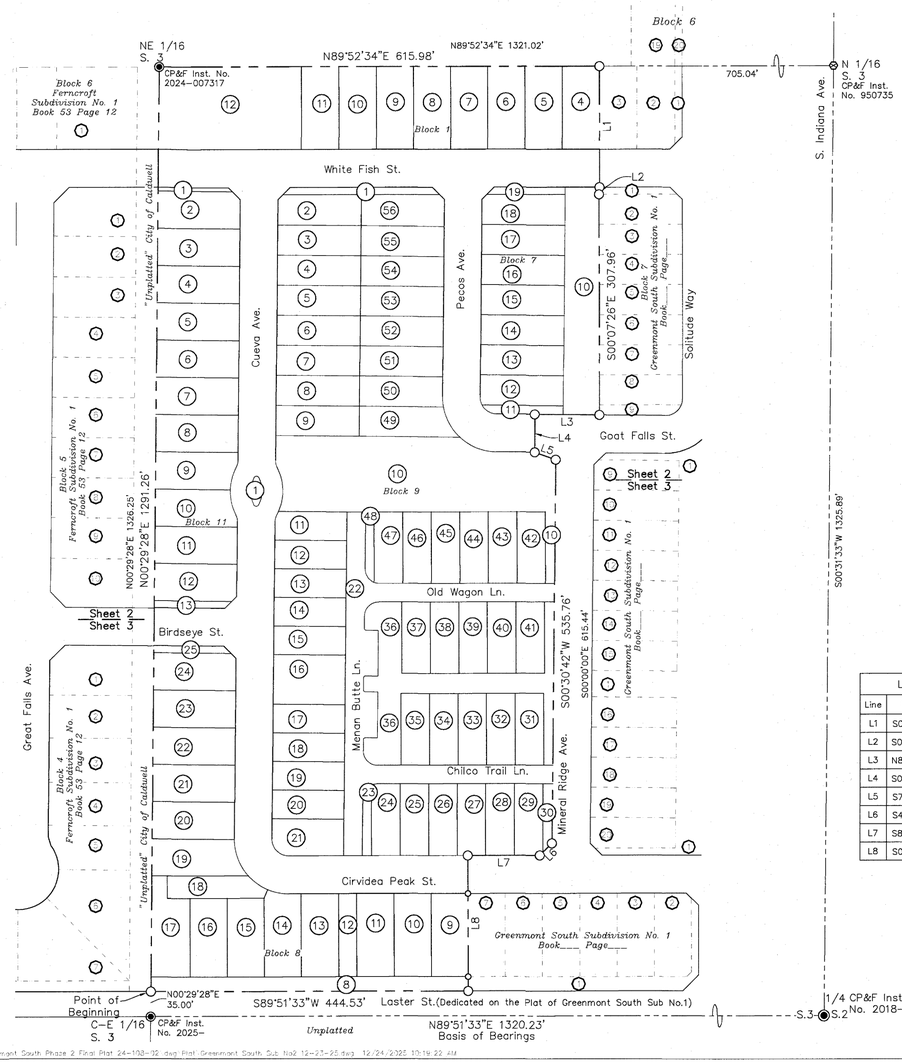
Aug 18, 2025 - landproDATA.com
Scale: 1 inch approx 600 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

Plat Showing

Greenmont South Subdivision Phase 2

A Portion of Southeast 1/4 of the Northeast 1/4 of Section 3,
Township 3 North, Range 3 West, Boise Meridian,
City of Caldwell, Canyon County, Idaho.
2026



Line Table		
Line	Bearing	Length
L1	S00°07'26"E	169.00'
L2	S04°03'59"W	10.03'
L3	N89°29'18"W	89.60'
L4	S00°30'42"W	53.00'
L5	S70°25'44"E	31.16'
L6	S45°11'07"W	23.93'
L7	S89°51'33"W	100.83'
L8	S00°08'27"E	189.00'

Legend

- Found 5/8" Iron Pin, "ISG PLS 8251"
- Found Aluminum Cap Monument
- Found Axle
- (1) Lot Number
- Adjacent Lot Number
- Subdivision Boundary Line
- Right of Way Line
- Lot Line
- Lot/Parcel Line of Record
- Section Line
- Match Line

N

0 20 60 120 240 360

Scale: 1" = 120'

Notes

1. This development recognizes Idaho Code, Title 22, Chapter 45 Right to Farm Act, Section 22-4503, which states "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not nuisance the time it began or was constructed. The provisions of this section shall not apply when nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
2. The Lands Included in this Plat are Located in the Pioneer Irrigation District Service area (208-459-3617). Irrigation Water will be Provided to all Lots through a Pressure Irrigation Delivery System which has been Approved Pursuant to Section 31-3805(4), Idaho Code. The Purchaser of each Lot Shall remain Subject to all Assessments levied by Pioneer Irrigation District. All unpaid Pioneer Irrigation District Assessments are a lien on the Land.
3. Maintenance of any Irrigation and Drainage Pipes or Ditch Crossing a Lot is the Responsibility of the Lot Owner unless such Responsibility is assumed by an Irrigation/Drainage Entity.
4. Any Re-subdivision of this Plat Shall Comply with the Applicable Regulations in Effect at the Time of the Re-subdivision.
5. Minimum Building Setbacks Shall be in Accordance with the Applicable Zoning and Subdivision Regulations at the Time of Issuance of Individual Building Permits, or as Specifically Approved and/or Required, or as Shown on this Plat.
6. All Lot, Parcel and Tract Sizes shall meet Dimensional Standards Established in the Applicable Zoning Ordinance or as Specifically Approved.
7. Lot 12, Block 1, Lots 10, 11 and 19, Block 7, Lots 8, 12, 18 and 25 Block 8, Lots 1, 10, 16, 22, 23, 30, 36 and 48, Block 9, Lot 1, Block 10, and Lots 1 and 13, Block 11 are Common Lots to be Owned and Maintained by the Greenmont South Subdivision Homeowners Association or its Assigns, and are Reserved for use as Stated within the Restrictive Covenants for this Subdivision. Said Common Lots are Subject to a Blanket Public Utilities, Lot Drainage and Pressure Irrigation Easement.
8. A Ten (10) foot wide Permanent Public Utilities, Lot Drainage and Pressure Irrigation Easement is hereby Designated along all Lot Lines Common to a Public Right-of-Way and along all Rear Lot Lines. If the Lot Lines are Adjusted these Easements Shall also be Adjusted Accordingly, Provided no Facilities have been Installed within the Easement.
9. All Street Right-of-Ways Shown on this Plat are hereby Dedicated to the Public.
10. Lot 18 Block 8 is a Common Lot Containing a Private Drive for the Benefit of Lots 15, 16 and 17 Block 8 to be Owned and Maintained by the Greenmont South Subdivision Homeowners Association or its Assigns.
11. Lot 22 Block 9 is a Common Lot Containing a Private Drive for the Benefit of Lots 24 thru 29, Lots 31-35 and Lots 37 thru 47 Block 9 to be Owned and Maintained by the Greenmont South Subdivision Homeowners Association or its Assigns.
12. Direct Lot or Parcel Access to Laster Street is Prohibited.

Surveyor's Narrative:

The purpose of this survey is to subdivide the property shown hereon. The property is as described in Warranty Deed Instrument No. 2021-040772 and is a portion of unplatted lands.
The existing section corner monumentation found and shown on this plat are in substantial agreement with existing corner records and were used to establish the boundaries of this subdivision.

Reference Documents:

Greenmont South Subdivision No.1
CP&F Inst. No.'s: 950735, 2020-067559, 2022-027724.
Deed Inst. No.'s: 2013-027263, 2021-040772.
Easement Inst. No.'s: 200032043, 200115041, 2013-050569.
ROS Inst. No.'s: 200017863, 200694680.

PROFESSIONAL LAND SURVEYOR LICENSED 1-20-26 8251 STATE OF IDAHO LAWRENCE H. KOERNER

Book Page

Job No. 24-108-02
Sheet 1 of 5

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
WWW.IDAHOSURVEY.COM

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION #2
LOCATED IN THE SE¼ OF THE NE¼ AND
THE NE¼ OF THE SE¼ OF SECTION 3, T.3N.,
R.3W., B.M., CANYON COUNTY, IDAHO

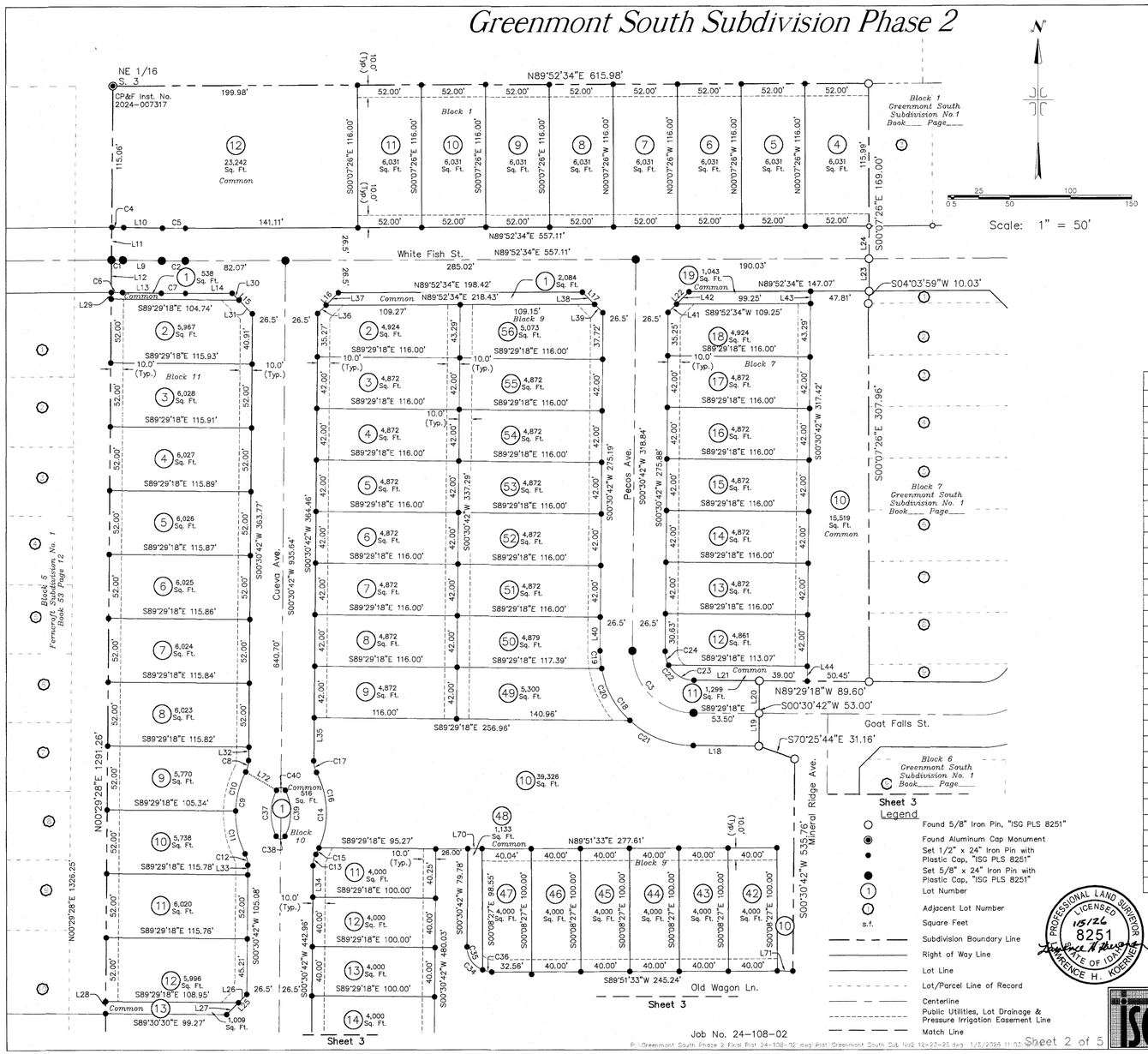
FINAL PLAT (1 OF 5)

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, IDAHO 83616
PHONE 208-639-1992

DRAWN BY: AKB
CHECKED BY: JSF
DATE: 01/14/26
FILE: 200-GRNMNT_S_2-FINAL PLAT.DWG
DIR: D:\HUBBELL\ESKEW-CALDWELL\CK-DWGS\PHASE 2

SHEET
C2.0

Greenmont South Subdivision Phase 2



Line Table		
Line	Bearing	Length
L9	S89°00'51"E	31.65'
L10	S89°00'51"E	31.65'
L11	N00°29'28"E	26.50'
L12	N00°29'28"E	26.50'
L13	S89°00'51"E	31.65'
L14	N89°52'34"E	38.44'
L15	S44°48'22"E	23.68'
L16	N45°11'38"E	23.80'
L17	S44°48'22"E	23.70'
L18	S89°29'18"E	53.50'
L19	N00°30'42"E	26.50'
L20	N00°30'42"E	26.50'
L21	S89°29'18"E	53.50'
L22	N45°11'38"E	23.82'
L23	S00°07'26"E	26.50'
L24	S00°07'26"E	26.50'
L25	N45°30'42"E	23.29'
L26	S45°30'42"W	9.61'
L27	S45°30'42"W	13.68'
L28	S00°29'28"W	9.71'

Line Table		
Line	Bearing	Length
L29	N00°29'28"E	5.40'
L30	S44°48'22"E	7.91'
L31	S44°48'22"E	15.77'
L32	S00°30'42"W	10.86'
L33	S00°30'42"W	7.87'
L34	N00°30'42"E	25.56'
L35	N00°30'42"E	35.20'
L36	N45°11'38"E	9.58'
L37	N45°11'38"E	14.22'
L38	S44°48'22"E	14.06'
L39	S44°48'22"E	9.64'
L40	S00°30'42"W	27.47'
L41	N45°11'38"E	9.60'
L42	N45°11'38"E	14.22'
L43	S00°30'42"W	10.00'
L44	S00°30'42"W	12.13'
L70	N89°51'33"E	11.61'
L71	N89°51'33"E	12.72'
L72	S59°25'39"E	29.11'

Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	9.38'	1000.00'	0°32'16"	N89°16'59"W	9.38'
C2	19.37'	1000.00'	1°06'35"	S89°34'09"E	19.37'
C3	78.54'	50.00'	90°00'00"	S44°29'18"E	70.71'
C4	9.61'	1026.50'	0°32'12"	N89°16'57"W	9.61'
C5	18.85'	973.50'	1°06'35"	S89°34'09"E	18.85'
C6	9.15'	973.50'	0°32'20"	N89°17'01"W	9.15'
C7	19.88'	1026.50'	1°06'35"	S89°34'09"E	19.88'
C8	9.64'	20.00'	27°36'33"	N14°18'58"E	9.54'
C9	69.39'	72.00'	55°13'06"	S00°30'42"W	66.73'
C10	33.20'	72.00'	26°25'08"	S14°54'41"W	32.91'
C11	36.19'	72.00'	28°47'58"	S12°41'52"E	35.81'
C12	9.64'	20.00'	27°36'33"	N13°17'34"W	9.54'
C13	9.64'	20.00'	27°36'32"	S14°18'58"W	9.54'
C14	69.39'	72.00'	55°13'03"	N00°30'42"E	66.73'
C15	5.73'	72.00'	4°33'23"	N25°50'32"E	5.72'
C16	63.66'	72.00'	50°39'40"	N01°46'00"W	61.61'
C17	9.64'	20.00'	27°36'32"	S13°17'34"E	9.54'
C18	120.17'	76.50'	90°00'00"	S44°29'18"E	108.19'
C19	14.62'	76.50'	10°57'06"	S04°57'51"E	14.60'
C20	48.99'	76.50'	36°41'41"	S28°47'14"E	48.16'
C21	56.55'	76.50'	42°21'13"	S68°18'41"E	55.27'
C22	36.91'	23.50'	90°00'00"	S44°29'18"E	33.23'
C23	25.04'	23.50'	61°03'35"	S58°57'31"E	23.88'
C24	11.87'	23.50'	28°56'25"	S13°57'31"E	11.74'
C34	31.64'	20.00'	90°39'09"	S44°48'53"E	28.44'
C35	23.98'	20.00'	68°41'39"	S33°50'08"E	22.57'
C36	7.66'	20.00'	21°57'30"	S79°09'42"E	7.62'
C37	38.94'	42.13'	52°57'43"	S00°30'42"W	37.57'
C38	8.87'	4.00'	127°02'17"	S89°29'18"E	7.16'
C39	38.94'	42.12'	52°57'43"	N00°30'42"E	37.57'
C40	8.87'	4.00'	127°02'17"	N89°29'18"W	7.16'

Scale: 1" = 50'

Sheet 3 Legend

- Found 5/8" Iron Pin, "ISG PLS 8251"
- Found Aluminum Cap Monument
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISG PLS 8251"
- Set 5/8" x 24" Iron Pin with Plastic Cap, "ISG PLS 8251"
- (1) Lot Number
- Adjacent Lot Number
- s.f. Square Feet
- Subdivision Boundary Line
- Right of Way Line
- Lot Line
- Lot/Parcel Line of Record
- Centerline
- Public Utilities, Lot Drainage & Pressure Irrigation Easement Line
- Match Line

PROFESSIONAL LAND SURVEYOR LICENSED 15/26 8251 STATE OF IDAHO LAWRENCE H. KOERNER

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

Book Page

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
WWW.IDAHOSURVEY.COM

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION #2
LOCATED IN THE SE¼ OF THE NE¼ AND
THE NE¼ OF THE SE¼ OF SECTION 3, T.3N.,
R.3W., B.M., CANYON COUNTY, IDAHO

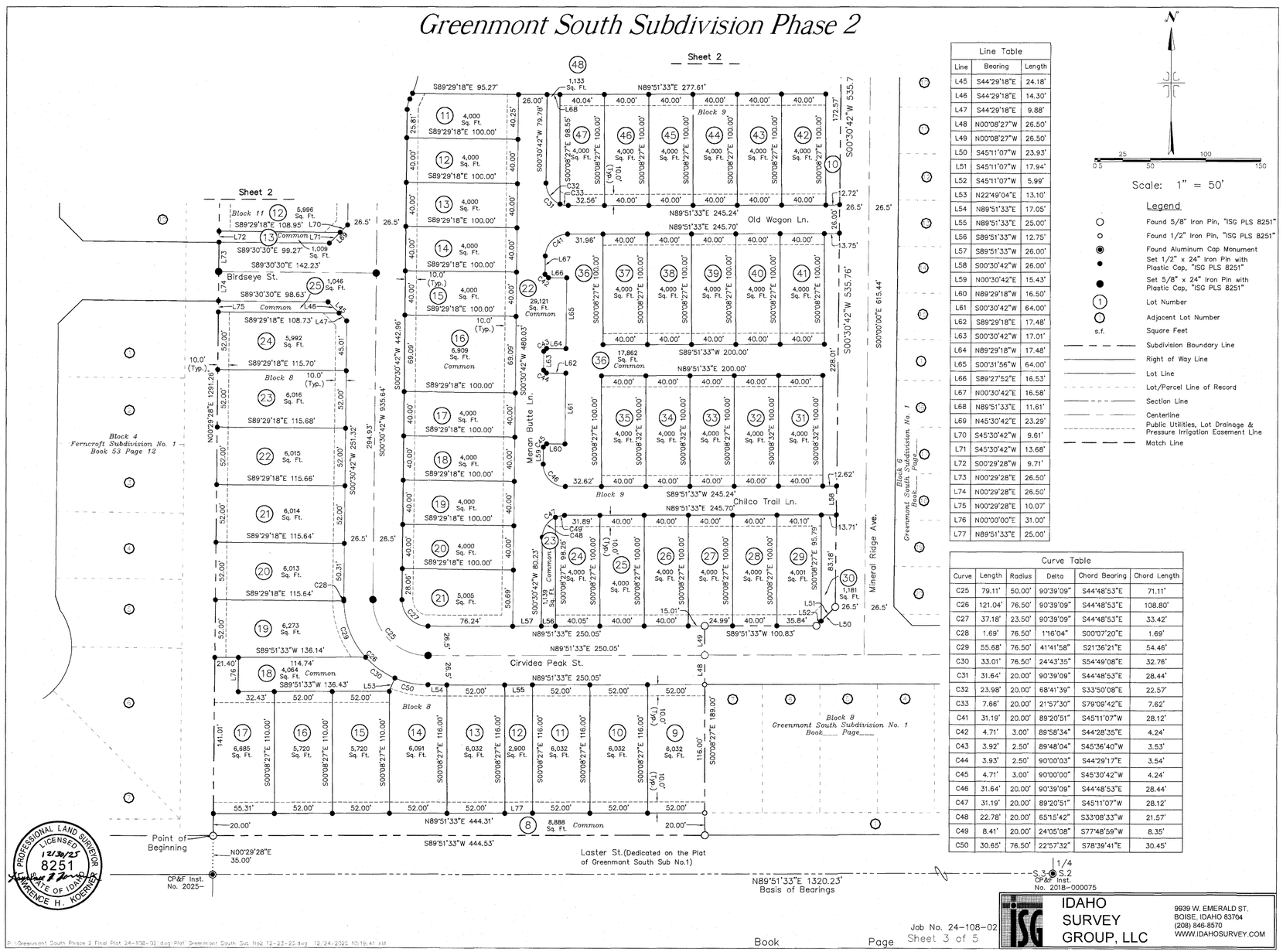
FINAL PLAT (2 OF 5)

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, IDAHO 83616
PHONE 208-939-1992

DRAWN BY: MKB
CHECKED BY: ASF
DATE: 01/14/26
FILE: 200-GRNMNT_S_2-FINAL PLAT.DWG
DIR: D:\HUBBLE\ESKER-CALDWELL\CF-DWGS\PHASE 2

SHEET
C2.1

Greenmont South Subdivision Phase 2


Sheet 2
Sheet 2
Block 11
Block 8
Block 9
Block 4
Ferncroft Subdivision No. 1
Book 53 Page 12
Greenmont South Subdivision No. 1
Book ___ Page ___
Birdseye St.
Old Wagon Ln.
Menan Butte Ln.
Chilco Trail Ln.
Mineral Ridge Ave.
Cirvidea Peak St.
Laster St.(Dedicated on the Plat of Greenmont South Sub No.1)
Common
Point of Beginning
CP&F Inst. No. 2025-
CP&F Inst. No. 2018-000075
N89°51'33"E 1320.23'
Basis of Bearings
S89°51'33"W 444.53'
N00°29'28"E 35.00'
S89°29'18"E 95.27'
N89°51'33"E 277.61'
N89°51'33"E 245.24'
N89°51'33"E 245.70'
S89°51'33"W 200.00'
S89°51'33"W 245.24'
S89°51'33"W 100.83'
N89°51'33"E 250.05'
S89°30'30"E 142.23'
S89°30'30"E 98.63'
S89°29'18"E 108.73'
S89°29'18"E 115.70'
S89°29'18"E 115.68'
S89°29'18"E 115.66'
S89°29'18"E 115.64'
S89°51'33"W 136.14'
S89°51'33"W 136.43'
N89°51'33"E 444.31'
S89°29'18"E 108.95'
S89°30'30"E 99.27'
S89°29'18"E 100.00'
S00°30'42"W 79.78'
S00°30'42"W 535.76'
S00°00'00"E 615.44'
S00°30'42"W 480.03'
S00°30'42"W 442.96'
S00°30'42"W 284.93'
S00°30'42"W 251.32'
S00°30'42"W 935.64'
N00°29'28"E 1291.26'
S00°08'27"E 98.55'
S00°08'27"E 88.26'
S00°08'27"E 95.79'
S00°08'27"E 189.00'
S00°08'27"E 116.00'
S00°08'27"E 110.00'
S00°08'27"E 100.00'
S00°08'32"E 100.00'
S00°08'27"E 100.00'
S00°08'32"E 100.00'
S00°08'27"E 100.00'
S00°08'32"E 100

Greenmont South Subdivision Phase 2

CERTIFICATE OF OWNERS

Know all men by these presents: that Hubble Homes, LLC, an Idaho Limited Liability Company, surviving entity of the merger with Lionwood Properties, LLC, an Idaho Limited Liability Company, is the Owner of the Property described as follows:

The following Describes a Parcel of Land Located in a Portion of the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 3 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho and more Particularly Described as follows:

COMMENCING at the Southwest Corner of the Southeast 1/4 of the Northeast 1/4 (C–E 1/16th Corner) of Section 3, Township 3 North, Range 3 West, Boise Meridian; From which the Southeast Corner of the Southeast 1/4 of the Northeast 1/4 (East 1/4 Corner) of said Section 3 bears, North 89°51'33" East, 1320.22 feet; Thence along the Westerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 00°29'28" East, 35.00 feet to the POINT OF BEGINNING;

Thence Continuing along said Westerly Boundary Line, North 00°29'28" East, 1291.26 feet to the Northwest Corner of the Southeast 1/4 of the Northeast 1/4 (NE 1/16th Corner) of said Section 3;
Thence leaving said Westerly Boundary Line, and along the Northerly Boundary Line of the Southeast 1/4 of the Northeast 1/4 of said Section 3, North 89°52'34" East, 615.98 feet to the Northwest Corner of Greenmont South Subdivision No. 1 as filed for Record in Book _____ of Plats at Pages _____ thru _____, Records of Canyon County, Idaho;
Thence leaving said Northerly Boundary Line, and along the Westerly Boundary Line of said Greenmont South Subdivision No. 1 the following courses and Distances:

1) South 00°07'26" East, 169.00 feet;
2) South 04°03'59" West, 10.03 feet;
3) South 00°07'26" East, 307.96 feet;
4) North 89°29'18" West, 89.60 feet;
5) South 00°30'42" West, 53.00 feet;
6) South 70°25'44" East, 31.16 feet;
7) South 00°30'42" West, 535.76 feet;
8) South 45°11'07" West, 23.93 feet;
9) South 89°51'33" West, 100.83 feet;
10) South 00°08'27" East, 189.00 feet to the Northerly Right of Way Line of Laster Street;

Thence leaving said Westerly Boundary Line, and along the Northerly Right of Way Line of Laster Street, South 89°51'33" West, 444.53 feet to the POINT OF BEGINNING:

The above Described Parcel of Land Contains 16.70 acres, more or less.

It is the Intention of the Undersigned to hereby include the above Described Property in this Plat and to Dedicate to the Public, the Public Streets as shown on this Plat. The Easements indicated on said Plat are not Dedicated to the Public. However, the Right to use said Easements is Perpetually Reserved for Public Utilities and for such other uses as Designated hereon. No Permanent Structure other than for such Utility Purposes or such other uses are to be Erected within the Limits of said Easements. All Lots in this Plat will be Eligible to Receive Water Service from an Existing City of Caldwell Main Line, and the City of Caldwell has agreed in Writing to Serve all the Lots in this Subdivision. The owner(s) hereby Certify that Surface Water for Irrigation is Reasonably Available, per Section 67–6537, Idaho Code, and that they are in Compliance with Section 31–3805, Idaho Code.

In Witness whereof, I have hereunto set my hand:

Hubble Homes, LLC, an Idaho Limited Liability Company, Surviving Entity of the Merger with Lionwood Properties, LLC, an Idaho Limited Liability Company

_____
Austin Edwards,
Authorized Agent

CERTIFICATE OF SURVEYOR

I, Lawrence H. Koerner, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

Lawrence H. Koerner _____ 8/1/25
Lawrence H. Koerner — P.L.S. No. 8251

PROFESSIONAL LAND SURVEYOR · LICENSED · 8251 · STATE OF IDAHO · LAWRENCE H. KOERNER

Acknowledgment

State of Idaho }
County of Canyon } s.s.

On this_____day of_____, 2025, before me, the undersigned, a notary public in and for said state, personally appeared Austin Edwards, known or identified to me to be the authorized agent of Lionwood Properties, LLC, the limited liability company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

_____
My Commission Expires

_____
Notary Public, State of Idaho
Residing In Boise, Idaho

Book Page

Job No. 24–108–02
Sheet 4 of 5

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
WWW.IDAHOSURVEY.COM

P:\Greenmont South Phase 2 Final Plat 24-108-02\dwg\Plat\Greenmont South Sub No2.dwg, 8/1/2025 2:10:04 PM

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: Martin Gergen

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION #2
LOCATED IN THE SE$\frac{1}{4}$ OF THE NE$\frac{1}{4}$ AND
THE NE$\frac{1}{4}$ OF THE SE$\frac{1}{4}$ OF SECTION 3, T.3N.,
R.3W., B.M., CANYON COUNTY, IDAHO

FINAL PLAT (4 OF 5)

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, ID 83616
PHONE 208-639-1992

DRAWN BY: AKB
CHECKED BY: JSF
DATE: 01/14/26
FILE: 200-GRNMNT_S_2-FINAL PLAT.DWG
DIR: R:\HUBBLE\ESKEW-CALDWELL\CK-DWGS\PHASE 2

SHEET
C2.3

Greenmont South Subdivision Phase 2

Health Certificate

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing City of Caldwell Public Works, and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a Certificate of Disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Health District Signature Date

Approval of City Council

I, the undersigned, City Clerk, in and for the City of Caldwell, Canyon County, Idaho do hereby certify that at a regular meeting of the City Council held on the _____ day of _____ , 20___ , this plat was duly accepted and approved.

City Clerk, Caldwell, Idaho

Approval of City Engineer

I, the undersigned, City Engineer in and for the City of Caldwell, Canyon County, Idaho, hereby approve this plat.

City of Caldwell Engineer Date

Certificate Of County Surveyor

I, the undersigned, Professional Land Surveyor, in and for Canyon County, Idaho, do hereby certify that I have examined this plat and that it complies with the requirements of Idaho State Code, relating to plats and surveys.

Canyon County Surveyor

Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Canyon, State of Idaho, per the requirements of I.C.50-1308 do hereby certify that any and all current and/or delinquent county property taxes for the property included in this subdivision have been paid in full. This certification is valid for the next thirty (30) days only.

County Treasurer Date

PROFESSIONAL LAND SURVEYOR LICENSED 8251 STATE OF IDAHO LAWRENCE H. KOERNER

Book Page

Job No. 24-108-02
Sheet 5 of 5

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570
WWW.IDAHOSURVEY.COM

P:\Greenmont South Phase 2 Final Plat 24-108-02\dwg\Plat\Greenmont South Sub No2.dwg 8/4/2025 9:33:05 AM

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION #2
LOCATED IN THE SE¼ OF THE NE¼ AND THE NE¼ OF THE SE¼ OF SECTION 3, T.3N., R.3W., B.M., CANYON COUNTY, IDAHO

FINAL PLAT (5 OF 5)

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, ID 83616
PHONE 208-939-1992

DRAWN BY: AKB
CHECKED BY: JSF
DATE: 07/14/26
FILE: 200-GRNMNT_S_2-FINAL PLAT.DWG
DIR: D:\HUBBLE\ESKEW-CALDWELL\CK-DWGS\PHASE 2

SHEET
C2.4

PRELIMINARY PLAT SHOWING

GREENMONT SOUTH SUBDIVSION

A PORTION OF LAND BEING LOCATED IN
THE SE1/4 OF THE NE1/4 & THE NE1/4 OF THE SE1/4
OF SECTION 3, T.3N., R.3W., B.M.,
CALDWELL, CANYON COUNTY, IDAHO
2023

- LEGEND -

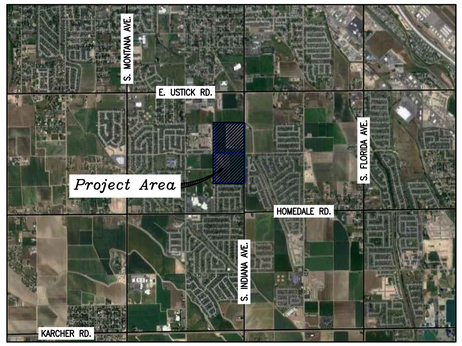
EXISTING PROPERTY BOUNDARY LINE	SUBDIVISION BOUNDARY LINE
EXISTING LOT LINE	LOT LINE
EXISTING SECTION LINE	SECTION LINE
EXISTING RIGHT-OF-WAY LINE	RIGHT-OF-WAY LINE
EXISTINGEASEMENT LINE	EASEMENT LINE
EXISTINGFENCE	FENCE
EXISTING SANITARY SEWER LINE W/ MANHOLE	SANITARY SEWER LINE W/ MANHOLE
EXISTING GAS LINE	WATER MAIN
EXISTING OVERHEAD POWER LINE	IRRIGATION LINE
EXISTING WATER MAIN	EDGE OF PAVEMENT
EXISTING IRRIGATION LINE	EDGE OF DIRT ROAD
EXISTING EDGE OF PAVEMENT	BOTTOM OF DITCH
EXISTING EDGE OF DIRT ROAD	TOP OF BANK
EXISTING BOTTOM OF DITCH	NEW SIDEWALK
EXISTING TOP OF BANK	
EXISTING SIDEWALK	

ENGINEER
CK-ENGINEERING
SHADOW JUNGENBERG
1300 E. STATE ST, SUITE 102
EAGLE, ID 83616
(208) 639-1992
SHADOW@CK-ENGINEERS.COM

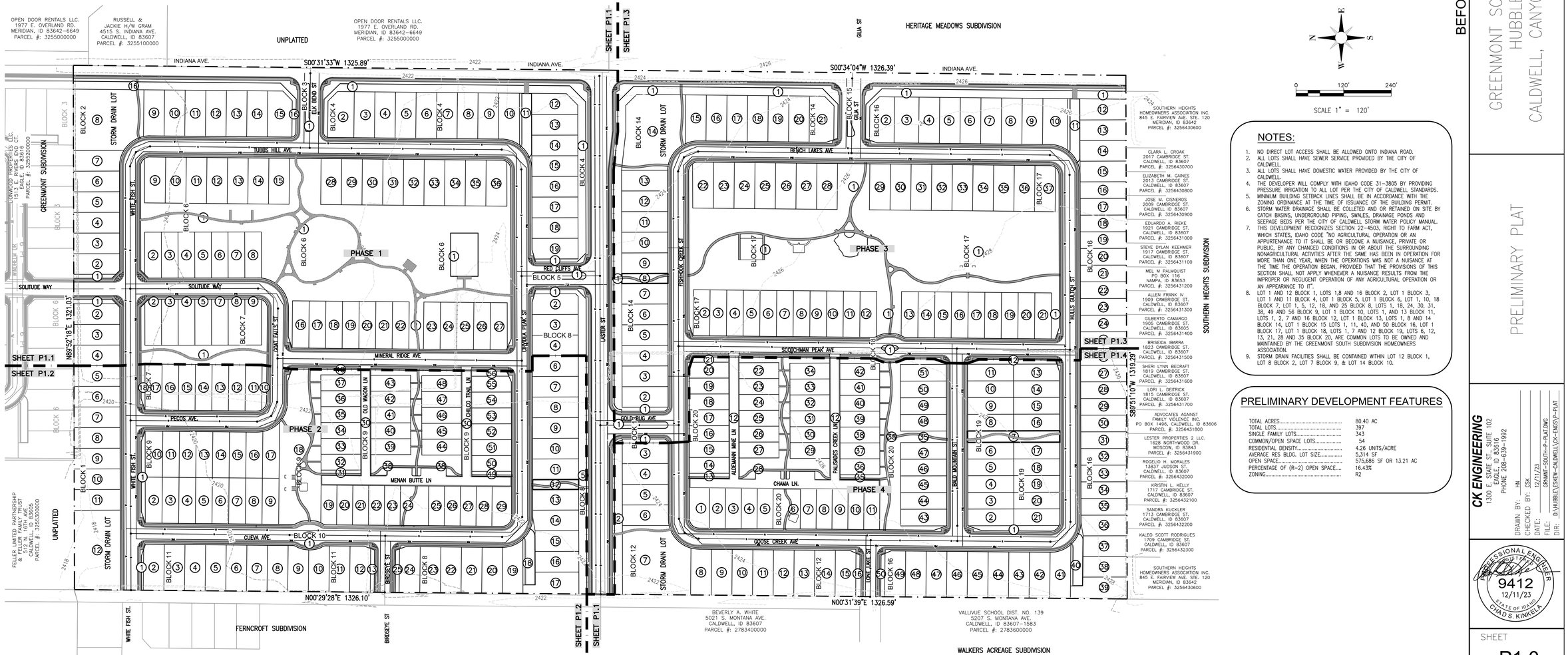
DEVELOPER
HUBBLE HOMES
AUSTIN EDWARDS, P.E.
701 S. ALLEN ST.
MERIDIAN, IDAHO 83642
(208) 871-0540
AEDWARDS@HUBBLEHOMES.COM

SURVEYOR
IDAHO SURVEY GROUP
MICHAEL BYRNS
9955 W. EMERALD ST.
BOISE, ID 83704
(208) 846-8570
MBYRNS@IDAHOSURVEY.COM

- BENCHMARKS -
-NAVD 1988-
CHISELED "X" AT THE BSW
NORTHING: 5456.53'
EASTING: 30580.38'
ELEVATION: 2424.54'



- VICINITY MAP -
"NTS"



0 120' 240'
SCALE 1" = 120'

NOTES:

1. NO DIRECT LOT ACCESS SHALL BE ALLOWED ONTO INDIANA ROAD.
2. ALL LOTS SHALL HAVE SEWER SERVICE PROVIDED BY THE CITY OF CALDWELL.
3. ALL LOTS SHALL HAVE DOMESTIC WATER PROVIDED BY THE CITY OF CALDWELL.
4. THE DEVELOPER WILL COMPLY WITH IDAHO CODE 31-3805 BY PROVIDING PRESSURE IRRIGATION TO ALL LOT PER THE CITY OF CALDWELL STANDARDS.
5. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
6. STORM WATER DRAINAGE SHALL BE COLLETED AND OR RETAINED ON SITE BY CATCH BASINS, UNDERGROUND PIPING, SWALES, DRAINAGE PONDS AND SEEPAGE BEDS PER THE CITY OF CALDWELL STORM WATER POLICY MANUAL.
7. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES, IDAHO CODE "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE YEAR, WHEN THE OPERATIONS WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN, PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR AN APPEARANCE TO IT".
8. LOT 1 AND 12 BLOCK 1, LOTS 1,8 AND 16 BLOCK 2, LOT 1 BLOCK 3, LOT 1 AND 11 BLOCK 4, LOT 1 BLOCK 5, LOT 1 BLOCK 6, LOT 1, 10, 18 BLOCK 7, LOT 1, 5, 12, 18, AND 25 BLOCK 8, LOTS 1, 18, 24, 30, 31, 38, 49 AND 56 BLOCK 9, LOT 1 BLOCK 10, LOTS 1, AND 13 BLOCK 11, LOTS 1, 2, 7 AND 16 BLOCK 12, LOT 1 BLOCK 13, LOTS 1, 8 AND 14 BLOCK 14, LOT 1 BLOCK 15 LOTS 1, 11, 40, AND 50 BLOCK 16, LOT 1 BLOCK 17, LOT 1 BLOCK 18, LOTS 1, 7 AND 12 BLOCK 19, LOTS 6, 12, 13, 21, 28 AND 35 BLOCK 20, ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE GREENMONT SOUTH SUBDIVISION HOMEOWNERS ASSOCIATION.
9. STORM DRAIN FACILITIES SHALL BE CONTAINED WITHIN LOT 12 BLOCK 1, LOT 8 BLOCK 2, LOT 7 BLOCK 9, & LOT 14 BLOCK 10.

PRELIMINARY DEVELOPMENT FEATURES

TOTAL ACRES	80.40 AC
TOTAL LOTS	397
SINGLE FAMILY LOTS	343
COMMON/OPEN SPACE LOTS	54
RESIDENTIAL DENSITY	4.26 UNITS/ACRE
AVERAGE RES BLDG. LOT SIZE	5,314 SF
OPEN SPACE	575,686 SF OR 13.21 AC
PERCENTAGE OF (R-2) OPEN SPACE	16.43%
ZONING	R2

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION
HUBBLE HOMES
CALDWELL, CANYON COUNTY, IDAHO

PRELIMINARY PLAT

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, IDAHO 83616
PHONE 208-639-1992

DRAWN BY: HN
CHECKED BY: CSK
DATE: 12/11/23
FILE: GRNMNT-SOUTH-P-PLAT.DWG
DIR: D:\HUBBLE\ESKEW-CALDWELL\CK-ENGS\P-PLAT

PROFESSIONAL ENGINEER
9412
12/11/23
STATE OF IDAHO
CHAD S. KINKELA

SHEET
P1.0

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

SCALE 1" = 60'

REVISIONS:

GREENMONT SOUTH SUBDIVISION
HUBBLE HOMES
CALDWELL, CANYON COUNTY, IDAHO

PRELIMINARY PLAT
PHASE 1 CONSTRUCTION

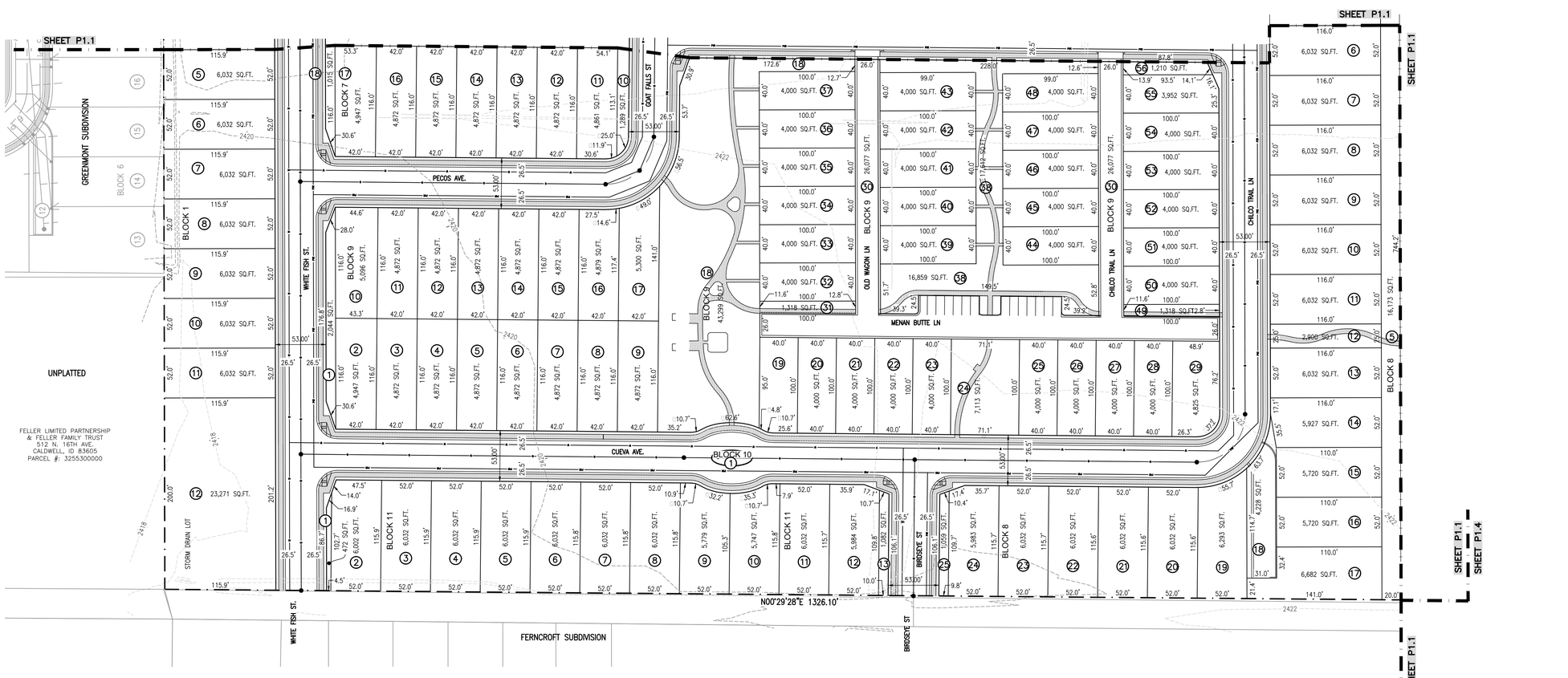
CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, ID 83616
PHONE 208-639-1992

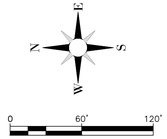
DRAWN BY: HN
CHECKED BY: CSK
DATE: 12/11/23
FILE: GRNMNT-SOUTH-P-PLAT.DWG
DIR: D:\HUBBLE\ESKEW-CALDWELL\CK-ENGS\P-PLAT

PROFESSIONAL ENGINEER
9412
12/11/23
STATE OF IDAHO
CHAD S. KINKELA

SHEET
P1.1

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585





REVISIONS:

GREENMONT SOUTH SUBDIVISION
HUBBLE HOMES
CALDWELL, CANYON COUNTY, IDAHO

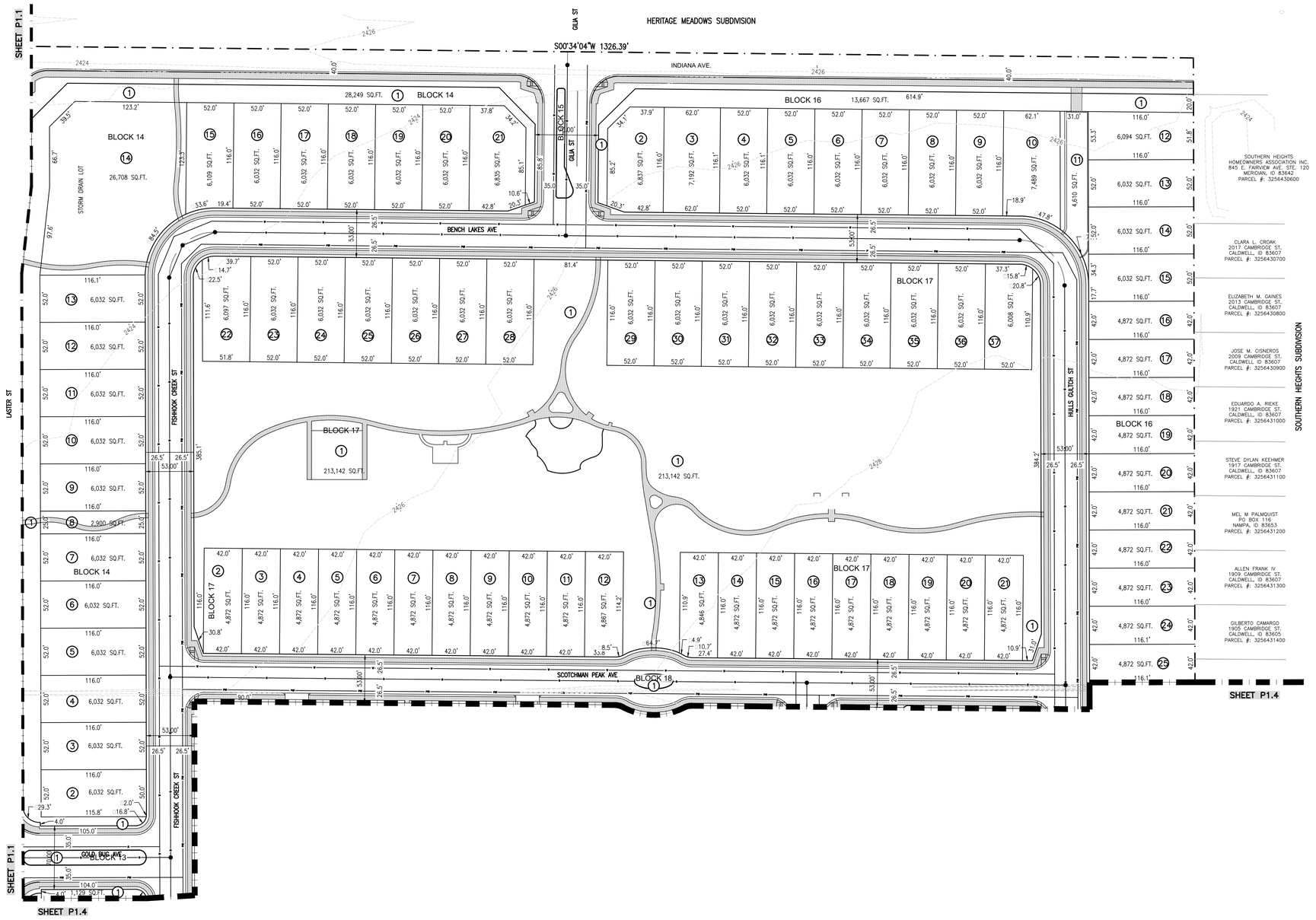
PRELIMINARY PLAT
PHASE 2 CONSTRUCTION

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, ID 83616
PHONE 208-639-1992

DRAWN BY: HN
CHECKED BY: CSK
DATE: 12/11/23
FILE: GRNMNT-SOUTH-P-PLAT.DWG
DIR: D:\HUBBLE\ESKEW-CALDWELL\CK-ENGS\P-PLAT

PROFESSIONAL ENGINEER
9412
12/11/23
STATE OF IDAHO
CHAD S. KINKELA

SHEET
P1.2



N E S W

0 60' 120'

SCALE 1" = 60'

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION
HUBBLE HOMES
CALDWELL, CANYON COUNTY, IDAHO

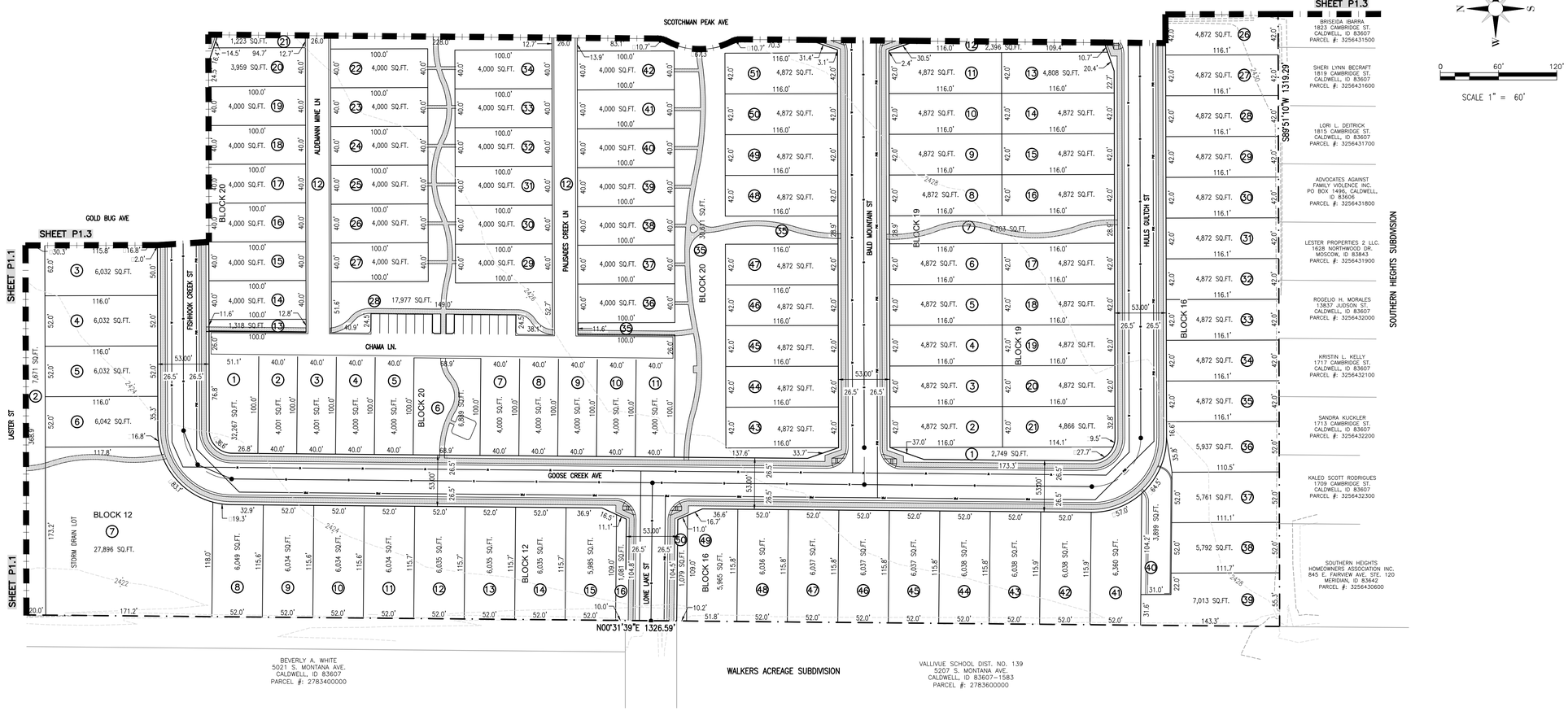
PRELIMINARY PLAT
PHASE 3 CONSTRUCTION

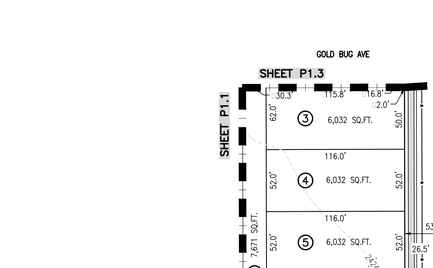
CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, ID 83616
PHONE 208-939-1992

DRAWN BY: HN
CHECKED BY: CSK
DATE: 12/11/23
FILE: GRNMNT-SOUTH-P-PLAT.DWG
DIR: J:\HUBBLE\ESKEW-CALDWELL\CK-ENGS\P-PLAT

PROFESSIONAL ENGINEER
9412
12/11/23
STATE OF IDAHO
CHAD S. KINKELA

SHEET
P1.3





TYPICAL 53FT RIGHT OF WAY SECTION

– NTS –

60 FT TYPICAL STREET SECTION

SECTION VIEW – NTS –

TYPICAL USTICK ROAD EXPANSION SECTION

– NTS –

TYPICAL S. INDIANA AVE EXPANSION SECTION

– NTS –

26FT COMMON DRIVEWAY LOT SECTION

SECTION VIEW – NTS –

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION
HUBBLE HOMES
CALDWELL, CANYON COUNTY, IDAHO

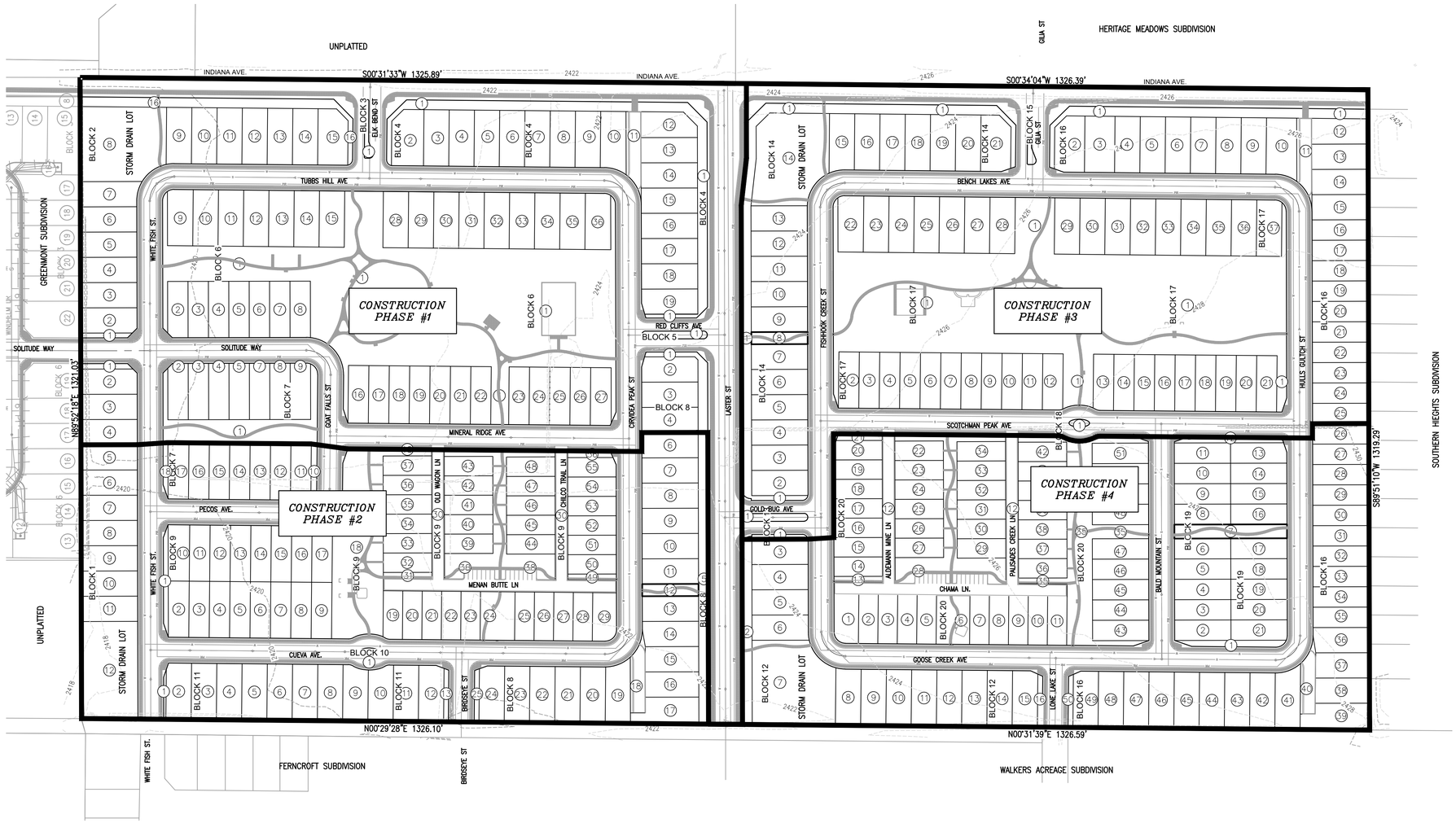
PRELIMINARY PLAT
PHASE 4 CONSTRUCTION

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, ID 83616
PHONE 208-639-1992

DRAWN BY: HN
CHECKED BY: CSK
DATE: 12/11/23
FILE: GRNMNT-SOUTH-P-PLAT.DWG
DIR: I:\HUBBLE\ESKEW-CALDWELL\CK-ENGS\P-PLAT

PROFESSIONAL ENGINEER
9412
12/11/23
STATE OF IDAHO
CHAD S. KINKELA

SHEET
P1.4



0 120' 240'

SCALE 1" = 120'

PHASE #1
SINGLE FAMILY LOTS..... 78
PROPOSED ZONING..... R2

PHASE #2
SINGLE FAMILY LOTS..... 90
PROPOSED ZONING..... R2

PHASE #3
SINGLE FAMILY LOTS..... 77
PROPOSED ZONING..... R2

PHASE #4
SINGLE FAMILY LOTS..... 98
PROPOSED ZONING..... R2

TOTAL SITE
SINGLE FAMILY LOTS..... 343
PROPOSED ZONING..... R2

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION
PROVIDENCE PROPERTIES LLC
CALDWELL, CANYON COUNTY, IDAHO

PHASING PLAN

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, IDAHO 83616
PHONE 208-639-1992

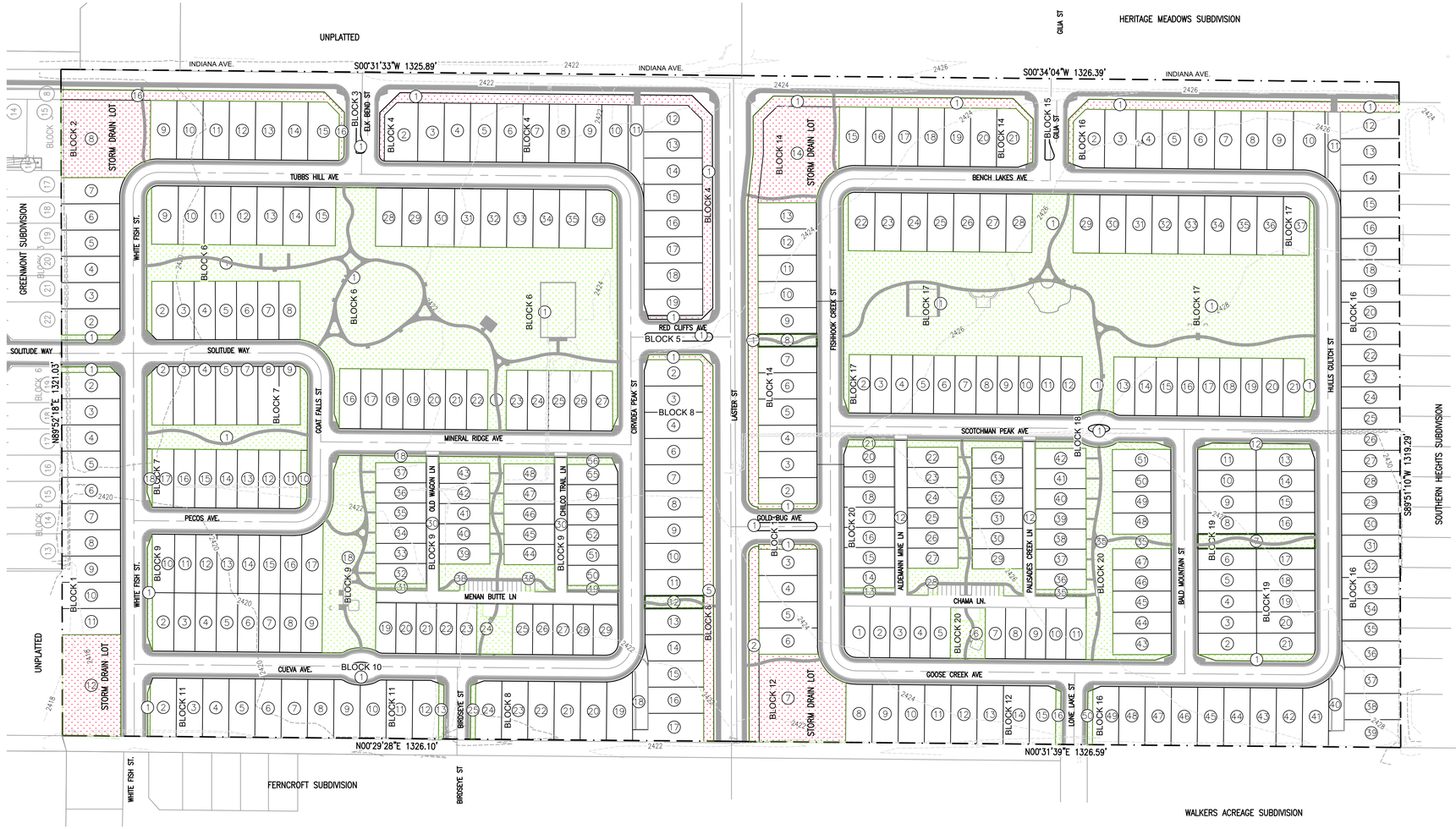
DRAWN BY: HN
CHECKED BY: CSK
DATE: 12/11/23
FILE: GRNMNT-SOUTH-P-PLAT.DWG
DIR: R:\HUBBLE\ESKEW-CALDWELL\CK-ENGS\P-PLAT

PROFESSIONAL ENGINEER
9412
12/11/23
STATE OF IDAHO
CHAD S. KINKELA

SHEET
P1.5

= USABLE OPEN SPACE LOTS

= UN-USABLE OPEN SPACE LOTS



OPEN SPACE LOTS

BLOCK 1:

–	LOT 12:	1,147.48 SQFT

BLOCK 2:

–	LOT 1:	1,012.19 SQFT

BLOCK 6:

–	LOT 1:	191,087.65 SQFT

BLOCK 7:

–	LOT 1:	18,090 SQFT
–	LOT 10:	1,289 SQFT
–	LOT 18:	1,018 SQFT

BLOCK 8:

–	LOT 25:	1,059.00 SQFT

BLOCK 9:

–	LOT 1:	2,044.32 SQFT
–	LOT 18:	43,300.00 SQFT
–	LOT 24:	7,113.00 SQFT
–	LOT 31:	1,318.10 SQFT
–	LOT 38:	17,612.82 SQFT
–	LOT 49:	1,318.10 SQFT
–	LOT 56:	1,209.65 SQFT

BLOCK 11:

LOT 1:		472.00 SQFT
LOT 13:		1,082.00 SQFT

BLOCK 12:

–	LOT 1:	1,129.00 SQFT
–	LOT 16:	1,080.60 SQFT

BLOCK 14:

–	LOT 8:	2,900.00 SQFT

BLOCK 16:

–	LOT 50:	1,079.47 SQFT

BLOCK 17:

–	LOT 1:	213,142.11 SQFT

BLOCK 19:

–	LOT 1:	2,748.50 SQFT
–	LOT 7:	6,702.89 SQFT
–	LOT 12:	2,395.61 SQFT

BLOCK 20:

–	LOT 6:	6,889.00 SQFT
–	LOT 13:	1,318.14 SQFT
–	LOT 21:	1,222.89 SQFT
–	LOT 28:	17,977.00 SQFT
–	LOT 35:	30,611.00 SQFT

TOTAL: 579,369.52 SQFT

TOTAL SITE: 3,502,056 SQFT

PERCENT OPEN SPACE:

16.54 %

NOTE (*) : PARTIAL LOT AREA CONSIDERED

BEFORE DIGGING, CALL DIGLINE AT 1-800-342-1585

REVISIONS:

GREENMONT SOUTH SUBDIVISION
PROVIDENCE PROPERTIES LLC
CALDWELL, CANYON COUNTY, IDAHO

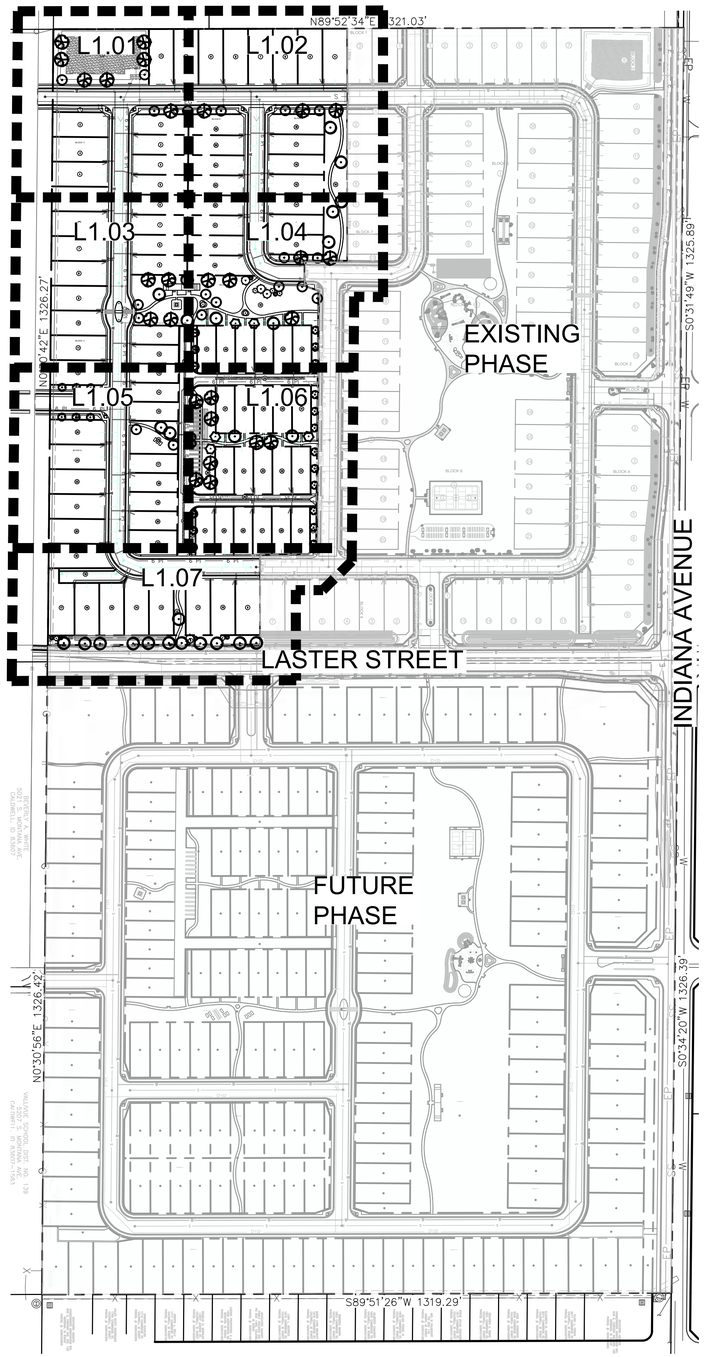
OPEN SPACE AND CONNECTIVITY

CK ENGINEERING
1300 E. STATE ST., SUITE 102
EAGLE, ID 83616
PHONE 208-639-1992

DRAWN BY: HN
CHECKED BY: CSK
DATE: 12/11/23
FILE: GRNMNT-SOUTH-P-PLAT.DWG
DIR: D:\HUBBLE\ESKEW-CALDWELL\CK-ENGS\P-PLAT

PROFESSIONAL ENGINEER
9412
12/11/23
STATE OF IDAHO
CHAD S. KINKELA

SHEET
P1.6



OVERALL LANDSCAPE PLAN

GREENMONT SOUTH SUBDIVISION
A PARCEL OF LAND; BEING LOCATED IN THE NE1/4 OF THE NE1/4 OF SECTION 3, T.3N., R.3W., BOISE MERIDIAN, ADA COUNTY IDAHO
DECEMBER 2023

SITE DEVELOPMENT FEATURES

OVERALL TOTAL ACRES	80.38 ACRES
PHASE TWO TOTAL ACRES	16.80 ACRES
TOTAL SINGLE FAMILY LOTS	88
TOTAL COMMON LOTS	18
GROSS DENSITY	5.29 DU/ACRE
AVERAGE RESIDENTIAL LOT SIZE	5,999~ sf
COMMON OPEN SPACE:	159,072.76 SF / 3.65 ACRES
REQUIRED QUALIFIED OPEN SPACE %	10%
PROVIDED QUALIFIED OPEN SPACE %	21.72%

PHASE TWO / OVERALL SUBDIVISION PERCENTAGES:

COMMON OPEN SPACE:	PHASE TWO @ 3.65 ACRES = 21.72 % ; OVERALL 18.50%
QUALIFIES OPEN SPACE:	PHASE TWO @ 1.86 ACRES = 11.12 % ; OVERALL 15.12%
NON-QUALIFIED OPEN SPACE:	PHASE TWO @ 1.79 ACRES = 10.6 % ; OVERALL 14.55%

LANDSCAPING INFORMATION (PHASE TWO)

* ROADWAY LANDSCAPE BUFFERS (10-02-09.5):
LASTER ST.:
20' STREET BUFFER
1,306(2) FEET STREET BUFFER (**PHASE 2 - 445 LF**)
CLASS II TREES @ 1/35' =13 TREES REQUIRED

EVERGREENS SUBSTITUTED FOR SHADE TREES @ A RATIO OF 2:1
=7 EVERGREENS PROPOSED

TOTAL TREES =13 PROVIDED (*shade & evergreen*)

SHRUBS @ 1/7' =64 SHRUBS REQUIRED
69 SHRUBS PROPOSED

* COMMON OPEN SPACE LANDSCAPING (10-02-09-4):
OVERALL SUBDIVISION - 859,323.33 SF (**PHASE 2 - 125,894.46 SF**) (*excluding drive isle lots*)
TREES @ 1/5,000' LF =25 TREES REQUIRED
=32 TREES PROPOSED

EVERGREEN TREES =4 TREES PROPOSED

TOTAL TREES =30 PROVIDED (*shade & evergreen*)

* PATHWAY LANDSCAPING (10-02-09.7):
OVERALL SUBDIVISION - 6,846 LF (**PHASE 2 - 1,879 LF**)
SHRUBS @ 15/100' LF =469 SHRUBS REQUIRED
=469 SHRUBS PROPOSED

*ADDITIONAL LANDSCAPING PROVIDED
SHADE TREES =20 TREES PROPOSED
EVERGREEN TREES =6 TREES PROPOSED

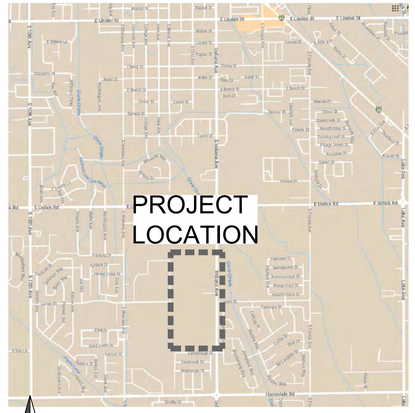
* INTERIOR STREET SIDE YARD BUFFER (10-02-09.5.F.5):
5,009 LF (**PHASE 2 - 1,196 LF**)
TREES @ 1/35' =34 TREES REQUIRED
=35 TREES PROPOSED

* PARKING LOT LANDSCAPING(10-02-09.8):
1 SHADE TREE/ISLAND; =4 TREES REQUIRED
=4 TREES PROPOSED
1/40' LF/BUFFER =3 TREES PROPOSED
=3 TREES PROPOSED

* MITIGATION FOR REMOVAL OF EXISTING TREES(10-02-10.15):
THERE ARE NO EXISTING TREES IN PHASE TWO

* SITE AMENITIES (10-13-04.B):

MICRO PATHWAY CONNECTIONS	FIRE PITS
OPEN GRASSY PLAY AREAS	DOG RUN
PARK BENCHES	PICNIC BENCHES
BOCCE BALL	PERGOLAS
COMMUNITY GARDENS	



VICINITY MAP SCALE:NTS

DISCLAIMER:

THIS DRAWING HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED, IN PART BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, SOUTH BECK AND BAIRD, PC. CANNOT ASSURE ITS ACCURACY AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS DRAWING OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATE INTO IT AS A RESULT. SOUTH BECK AND BAIRD, PC. ASSUMES NO LIABILITY FOR ANY MISINFORMATION.

SHEET INDEX:

L1.00 - OVERALL LANDSCAPE PLAN & KEY MAP
L1.01 - L1.08 - DETAILED LANDSCAPE PLANS
L2.00 - L2.03 - LANDSCAPE NOTES AND DETAILS
L3.00 - SPECIAL REQUIREMENTS PLAN
L3.01 - OVERALL COMMON AREA PLAN

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

STAMP: STATE OF IDAHO — JOHN D. ROSENBERG — LA - 16827 — 1/09/26 — LANDSCAPE ARCHITECT

DATE: 8/25/2025

Know what's below. Call before you dig. CALL 811 AT LEAST 48 HOURS BEFORE YOU DIG, EXCAVATE OR DEMOLISH TO REQUEST UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbge.com
www.sbbge.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

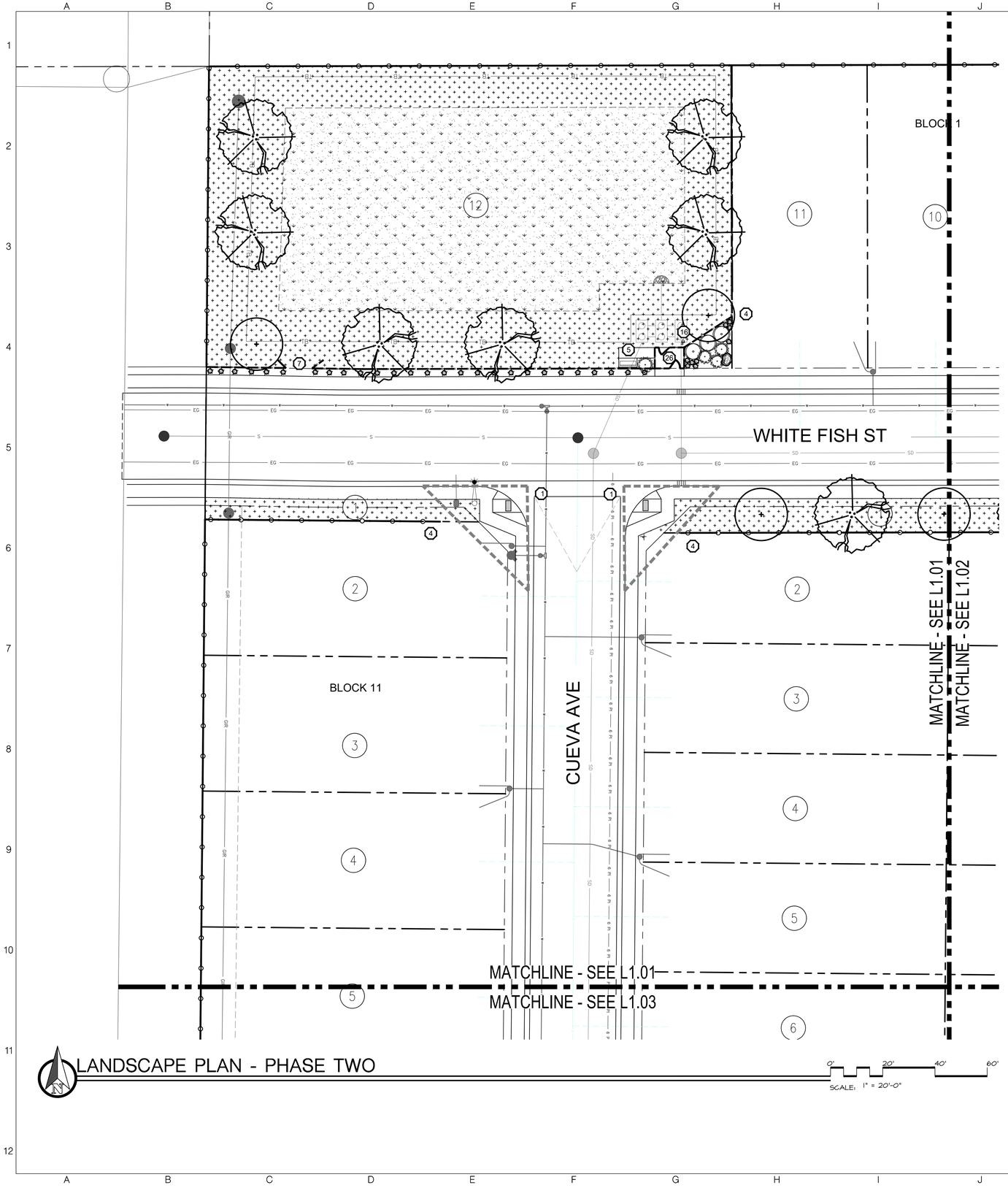
OVERALL LANDSCAPE PLAN
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB
CHECKED BY: JDR
PROJECT NUMBER 23-173
SHEET: L1.00

FINAL PLAT

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS UNDERTAKEN FOR AND WERE PERFORMED IN THE INTEREST OF THE CLIENT IN CONTRACTUAL OBLIGATIONS, ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER IN THE PROJECT.

USERSMCKEOWN LOCATIONX:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:1/9/2026 3:15 PM



LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- STEEL EDGE, SEE DETAIL 7/L2.00
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01
- 4' TWO RAIL FENCE, COLOR PER DETAIL, SEE DETAIL 9/L2.00
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- RTF TURF TYPE TALL FESCUE SEED IN SWALE BOTTOMS. COORDINATE WITH CIVIL FOR SEEDING EXTENTS.
- 2-3' DIA. SANDSTONE BOULDERS, SEE DETAIL 1/L2.00

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES			SEE DETAIL 6/L2.00	
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Acer platanoides 'Deborah' Deborah Maple	2" B&B	45' hgt. 40' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus frainetto 'Schmidt' Forest Green Oak	2" B&B	50' hgt. 30' w	CLASS II
	Tilia americana 'McKSentry' American Sentry Linden	2" B&B	45' hgt. 30' w	CLASS II
CONIFEROUS TREES			SEE DETAIL 5/L2.00	
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea glauca 'Densata' Black Hills Spruce	6' B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	6' B&B	25' hgt. 15' w	CONIF.
SHRUBS			SEE DETAIL 4/L2.00	
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber' Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	12" hgt. x 6' wide	
	Juniperus scopulorum 'Medora' Medora Juniper	5 Gal.	12' hgt. x 3' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.00	
	Kinnikinnick Arctostaphylos uva-ursi 'Massachusetts'	1 Gal.	1' hgt. x 12' wide	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal.	2' hgt. x 3' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	1' hgt. x 3' wide	

CALLOUT LEGEND

(NOT ALL CALLOUTS USED THIS PHASE)

1. 40' VISION TRIANGLE.
2. OPEN GRASSY PLAY SPACE.
3. 5'-0" WIDE PATHWAY PER CIVIL.
4. START FENCE LINE AT 20' BUILDING SETBACK OR VISION TRIANGLE WHICHEVER IS MORE RESTRICTIVE.
5. APPROXIMATE PARK BENCH LOCATION, SEE DETAIL 3/L2.02
6. NOT USED THIS PHASE
7. 10' MAINTENANCE GATE (BY OWNER)
8. 4' TALL BERM, SEE DETAIL 4/L2.01
9. NOT USED THIS PHASE
10. 4' WIDE MAN GATE TO MATCH FENCING TYPE.
11. NOT USED THIS PHASE
12. NOT USED THIS PHASE
13. STEEL EDGED COMMUNITY GARDEN BEDS, SEE DETAIL 10/L2.00
14. FIRE PIT WITH NATURAL STONE SEATING, SEE DETAIL 5/L2.02
15. NOT USED THIS PHASE
16. DOG WASTE STATION BY OWNER, SEE DETAIL 9/L2.02.
17. NOT USED THIS PHASED
18. NOT USED THIS PHASE
19. NOT USED THIS PHASE
20. BOCCE BALL COURTS SEE DETAILS 8 & 9/L2.1, BY OWNER
21. COMMUNITY GARDEN WITH RAISED PLANTERS, SEE DETAIL 6/L2.02
22. NOT USED
23. 12 X 12 PERGOLA W/PICNIC TABLE BY OWNER, SEE DETAILS 1 & 2/L2.02
24. NOT USED THIS PHASE
25. 4' DOUBLE SWING GATE WITH 4' VISION TRIANGLES, SEE DETAIL 2/L2.01
26. CITY UTILITY BOX
27. TRASH RECEPTACLE, SEE DETAIL 4/L2.02
28. COORDINATE WITH CIVIL FOR ACCESS GATE TYPE.
29. NOT USED THIS PHASE

City of Caldwell
APPROVED FOR CONSTRUCTION
This review does not relieve the owner, engineer, or contractor(s) of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance. City review includes verification of provisions of said document, including any NEEDED revisions of the plan and does not address resubmittal for compliance and approval.
Name: Martin Gergen

STAMP: STATE OF IDAHO — JOHN D. ROTENBERG — LA - 16827 — 1/09/26 — LANDSCAPE ARCHITECT
DATE: 8/25/2025
811 Know what's below. Call before you dig. CALL 2 WORKING DAYS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF MEMBER UTILITIES
SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the written permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

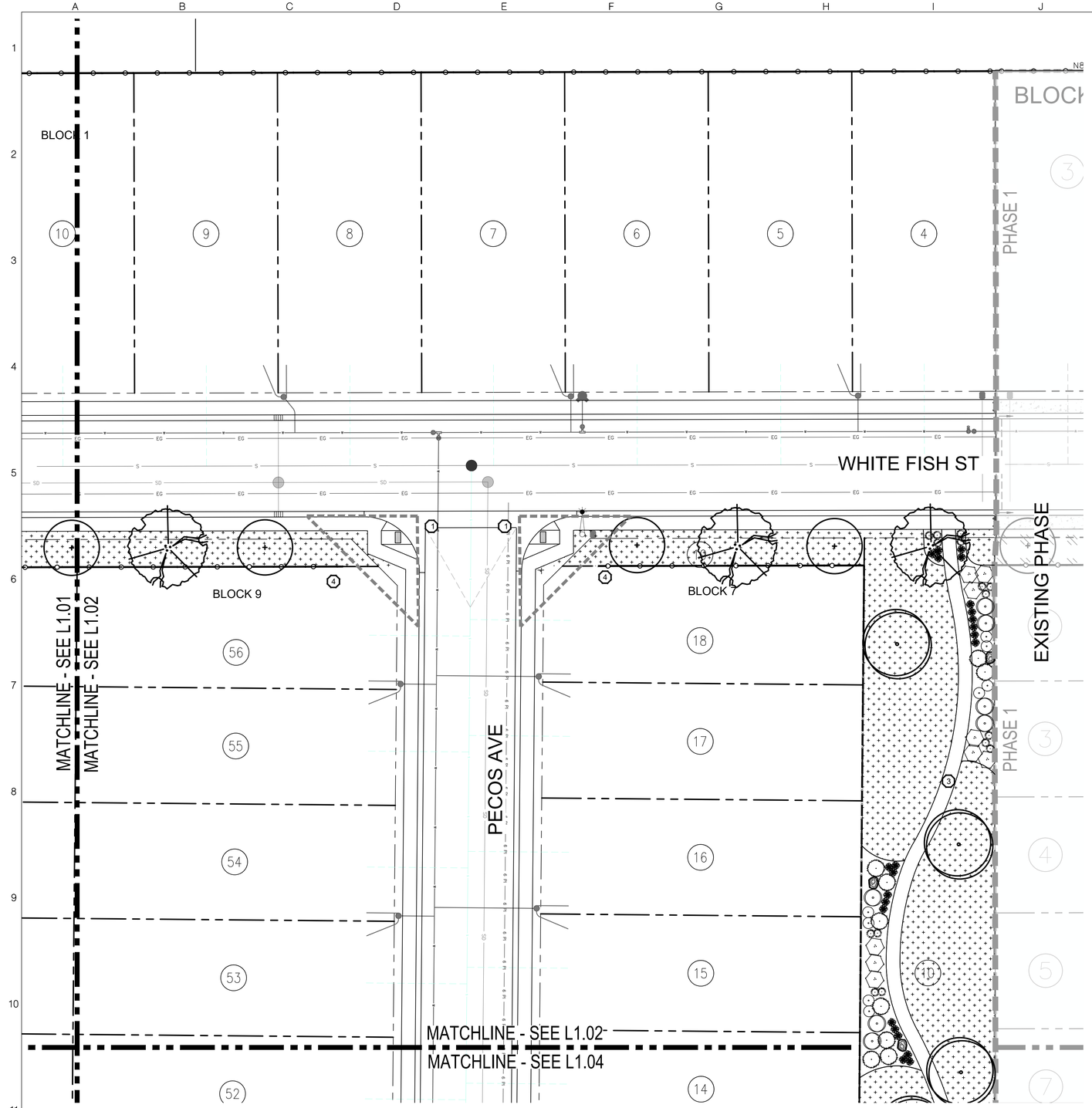
LANDSCAPE PLAN - PHASE 1
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB
CHECKED BY: JDR
PROJECT NUMBER: 23-173
SHEET: L1.01

FINAL PLAT

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER IN THE PROJECT.

USER:SMOKEDIN LOCATION:N:\PROJECTS\AUBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:9/9/2026 3:15 PM



LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- STEEL EDGE, SEE DETAIL 7/L2.00
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01
- 4' TWO RAIL FENCE, COLOR PER DETAIL, SEE DETAIL 9/L2.00
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- RTF TURF TYPE TALL FESCUE SEED IN SWALE BOTTOMS. COORDINATE WITH CIVIL FOR SEEDING EXTENTS.
- 2-3' DIA. SANDSTONE BOULDERS, SEE DETAIL 1/L2.00

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES				SEE DETAIL 6/L2.00
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Acer platanoides 'Deborah' Deborah Maple	2" B&B	45' hgt. 40' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus frainetto 'Schmidt' Forest Green Oak	2" B&B	50' hgt. 30' w	CLASS II
	Tilia americana 'McKSentry' American Sentry Linden	2" B&B	45' hgt. 30' w	CLASS II
CONIFEROUS TREES				SEE DETAIL 5/L2.00
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea glauca 'Densata' Black Hills Spruce	6' B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	6' B&B	25' hgt. 15' w	CONIF.
SHRUBS				SEE DETAIL 4/L2.00
1	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
2	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
3	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
4	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
5	Rhus trilobata 'Autumn Amber' Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
6	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	12" hgt. x 6' wide	
7	Juniperus scopulorum 'Medora' Medora Juniper	5 Gal.	12' hgt. x 3' wide	
8	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
9	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
10	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	3' hgt. x 3' wide	
11	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
12	Rosa x 'Neasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
13	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
14	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
GROUND COVERS/ GRASSES/ PERENNIALS				SEE DETAIL 3/L2.00
	Kinnikinnick Arctostaphylos uva-ursi 'Massachusetts'	1 Gal.	1' hgt. x 12' wide	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal.	2' hgt. x 3' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	1' hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	1' hgt. x 1' wide	

CALLOUT LEGEND

(NOT ALL CALLOUTS USED THIS PHASE)

1. 40' VISION TRIANGLE.
2. OPEN GRASSY PLAY SPACE.
3. 5'-0" WIDE PATHWAY PER CIVIL.
4. START FENCE LINE AT 20' BUILDING SETBACK OR VISION TRIANGLE WHICHEVER IS MORE RESTRICTIVE.
5. APPROXIMATE PARK BENCH LOCATION, SEE DETAIL 3/L2.02
6. NOT USED THIS PHASE
7. 10' MAINTENANCE GATE (BY OWNER)
8. 4' TALL BERM, SEE DETAIL 4/L2.01
9. NOT USED THIS PHASE
10. 4' WIDE MAN GATE TO MATCH FENCING TYPE.
11. NOT USED THIS PHASE
12. NOT USED THIS PHASE
13. STEEL EDGED COMMUNITY GARDEN BEDS, SEE DETAIL 10/L2.00
14. FIRE PIT WITH NATURAL STONE SEATING, SEE DETAIL 5/L2.02
15. NOT USED THIS PHASE
16. DOG WASTE STATION BY OWNER, SEE DETAIL 9/L2.02.
17. NOT USED THIS PHASED
18. NOT USED THIS PHASE
19. NOT USED THIS PHASE
20. BOCCE BALL COURTS SEE DETAILS 8 & 9/L2.1, BY OWNER
21. COMMUNITY GARDEN WITH RAISED PLANTERS, SEE DETAIL 6/L2.02
22. NOT USED
23. 12 X 12 PERGOLA W/PICNIC TABLE BY OWNER, SEE DETAILS 1 & 2/L2.02
24. NOT USED THIS PHASE
25. DOUBLE SWING GATE WITH 4' VEHICULAR ACCESS GATE, SEE DETAIL 4/L2.00
26. NOT USED THIS PHASE
27. TRASH RECEPTACLE, SEE DETAIL 4/L2.02
28. COORDINATE WITH CIVIL FOR ACCESS GATE TYPE.
29. NOT USED THIS PHASE

City of Caldwell
APPROVED FOR CONSTRUCTION
This approval does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance. City reserves the right to require any provisions of said documents found to be inconsistent or not listed by the city. Any revisions of the approved plans may require resubmittal for additional review and approval.
Name: Martin Gergen

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Know what's below. Call before you dig. CALL 811 OR 1-800-342-1585 IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

STAMP: STATE OF IDAHO — JOHN D. ROTEGARD — LA - 16827 — 1/09/26 — LANDSCAPE ARCHITECT

DATE: 8/25/2025

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

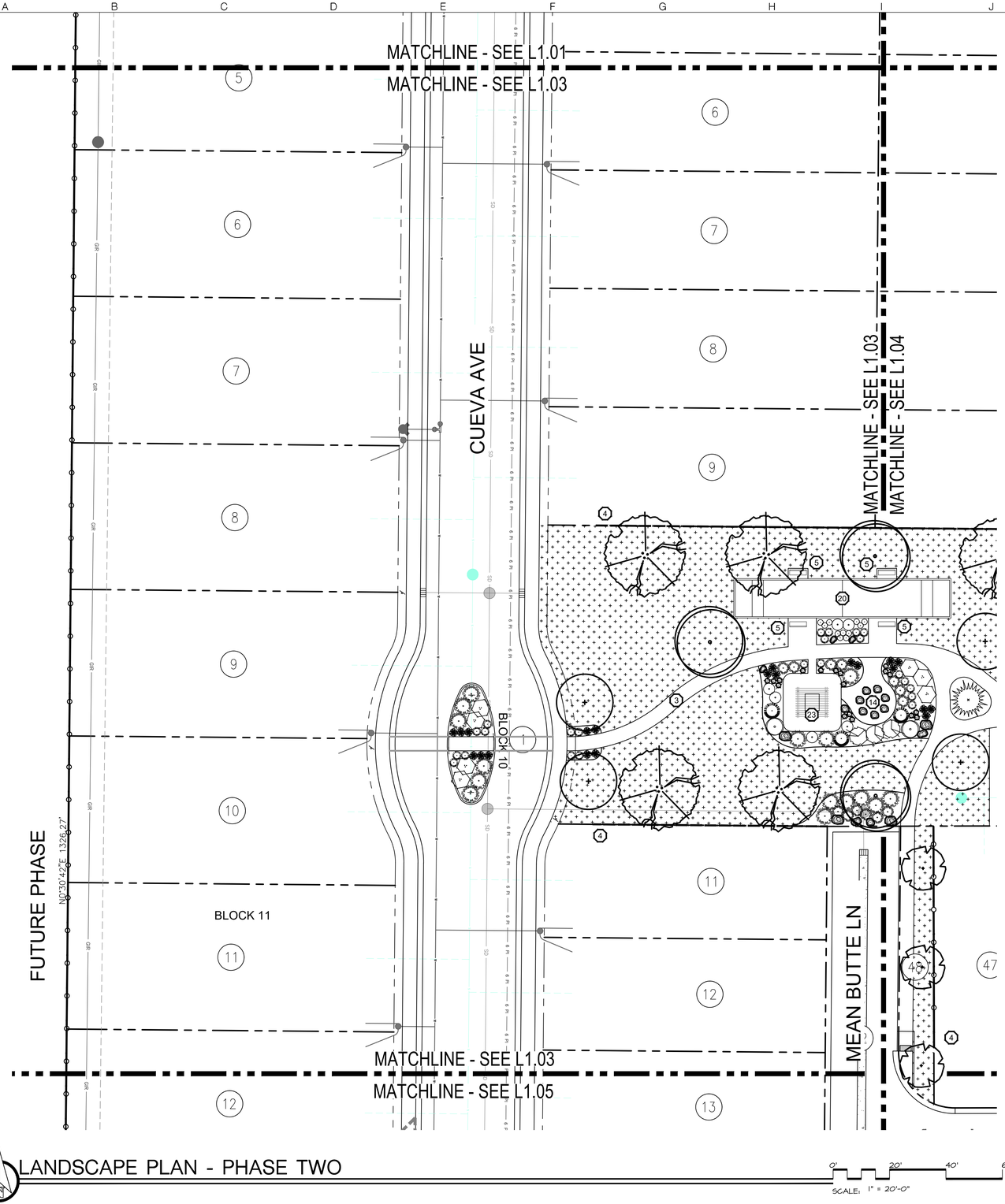
LANDSCAPE PLAN - PHASE 1
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB
CHECKED BY: JDR
PROJECT NUMBER: 23-173
SHEET: L1.02

FINAL PLAT

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL ARE UNDERTAKEN FOR AND ARE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ARISING BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXIST IN THE PROJECT.

USER:SMOKEDEN LOCATION:N:\PROJECTS\AUBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:9/9/2026 3:18 PM



LANDSCAPE PLAN - PHASE TWO

SCALE: 1" = 20'-0"

0' 20' 40' 60'

LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- STEEL EDGE, SEE DETAIL 7/L2.00
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01
- 4' TWO RAIL FENCE, COLOR PER DETAIL, SEE DETAIL 9/L2.00
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- RTF TURF TYPE TALL FESCUE SEED IN SWALE BOTTOMS. COORDINATE WITH CIVIL FOR SEEDING EXTENTS.
- 2-3' DIA. SANDSTONE BOULDERS, SEE DETAIL 1/L2.00

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES				SEE DETAIL 6/L2.00
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Acer platanoides 'Deborah' Deborah Maple	2" B&B	45' hgt. 40' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus frainetto 'Schmidt' Forest Green Oak	2" B&B	50' hgt. 30' w	CLASS II
	Tilia americana 'McKSentry' American Sentry Linden	2" B&B	45' hgt. 30' w	CLASS II
CONIFEROUS TREES				SEE DETAIL 5/L2.00
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea glauca 'Densata' Black Hills Spruce	6' B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	6' B&B	25' hgt. 15' w	CONIF.
SHRUBS				SEE DETAIL 4/L2.00
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber' Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	12" hgt. x 6' wide	
	Juniperus scopulorum 'Medora' Medora Juniper	5 Gal.	12' hgt. x 3' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
GROUND COVERS/ GRASSES/ PERENNIALS				SEE DETAIL 3/L2.00
	Kinnikinnick Arctostaphylos uva-ursi 'Massachusetts'	1 Gal.	1' hgt. x 12' wide	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal.	2' hgt. x 3' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	1' hgt. x 2' wide	

CALLOUT LEGEND

(NOT ALL CALLOUTS USED THIS PHASE)

1. 40' VISION TRIANGLE.
2. OPEN GRASSY PLAY SPACE.
3. 5'-0" WIDE PATHWAY PER CIVIL.
4. START FENCE LINE AT 20' BUILDING SETBACK OR VISION TRIANGLE WHICHEVER IS MORE RESTRICTIVE.
5. APPROXIMATE PARK BENCH LOCATION, SEE DETAIL 3/L2.02
6. NOT USED THIS PHASE
7. 10' MAINTENANCE GATE (BY OWNER)
8. 4' TALL BERM, SEE DETAIL 4/L2.01
9. NOT USED THIS PHASE
10. 4' WIDE MAN GATE TO MATCH FENCING TYPE.
11. NOT USED THIS PHASE
12. NOT USED THIS PHASE
13. STEEL EDGED COMMUNITY GARDEN BEDS, SEE DETAIL 10/L2.00
14. FIRE PIT WITH NATURAL STONE SEATING, SEE DETAIL 5/L2.02
15. NOT USED THIS PHASE
16. DOG WASTE STATION BY OWNER, SEE DETAIL 9/L2.02.
17. NOT USED THIS PHASED
18. NOT USED THIS PHASE
19. NOT USED THIS PHASE
20. BOCCE BALL COURTS SEE DETAILS 8 & 9/L2.1, BY OWNER
21. COMMUNITY GARDEN WITH RAISED PLANTERS, SEE DETAIL 6/L2.02
22. NOT USED
23. 12 X 12 PERGOLA W/PICNIC TABLE BY OWNER, SEE DETAILS 1 & 2/L2.02
24. NOT USED THIS PHASE
25. NOT USED THIS PHASE
26. 6' GATE, SEE DETAIL 2/L2.01 FOR MAINTENANCE ACCESS
27. TRASH RECEPTACLE, SEE DETAIL 4/L2.02
28. COORDINATE WITH CIVIL FOR ACCESS GATE TYPE.
29. NOT USED THIS PHASE

City of Caldwell
APPROVED FOR CONSTRUCTION

This review does not relieve the owner, engineer, or contractor(s) of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance. The City reserves the right to enforce provisions of said document and corrections even if inconsistencies are not noted. Permittee is responsible for all revisions of the plans and specifications necessitated by resubmittal for compliance with City ordinances.

Name: Martin Gergen

STAMP: STATE OF IDAHO JOHN D. ROTEGARD LA - 16827 1/09/26 LANDSCAPE ARCHITECT

DATE: 8/25/2025

811 Know what's below. Call before you dig. CALL BEFORE YOU DIG OR BLAST. IT'S THE LAW! IDAHO LAW REQUIRES YOU TO NOTIFY UNDERGROUND FACILITY OWNERS BEFORE YOU EXCAVATE. FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the written permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

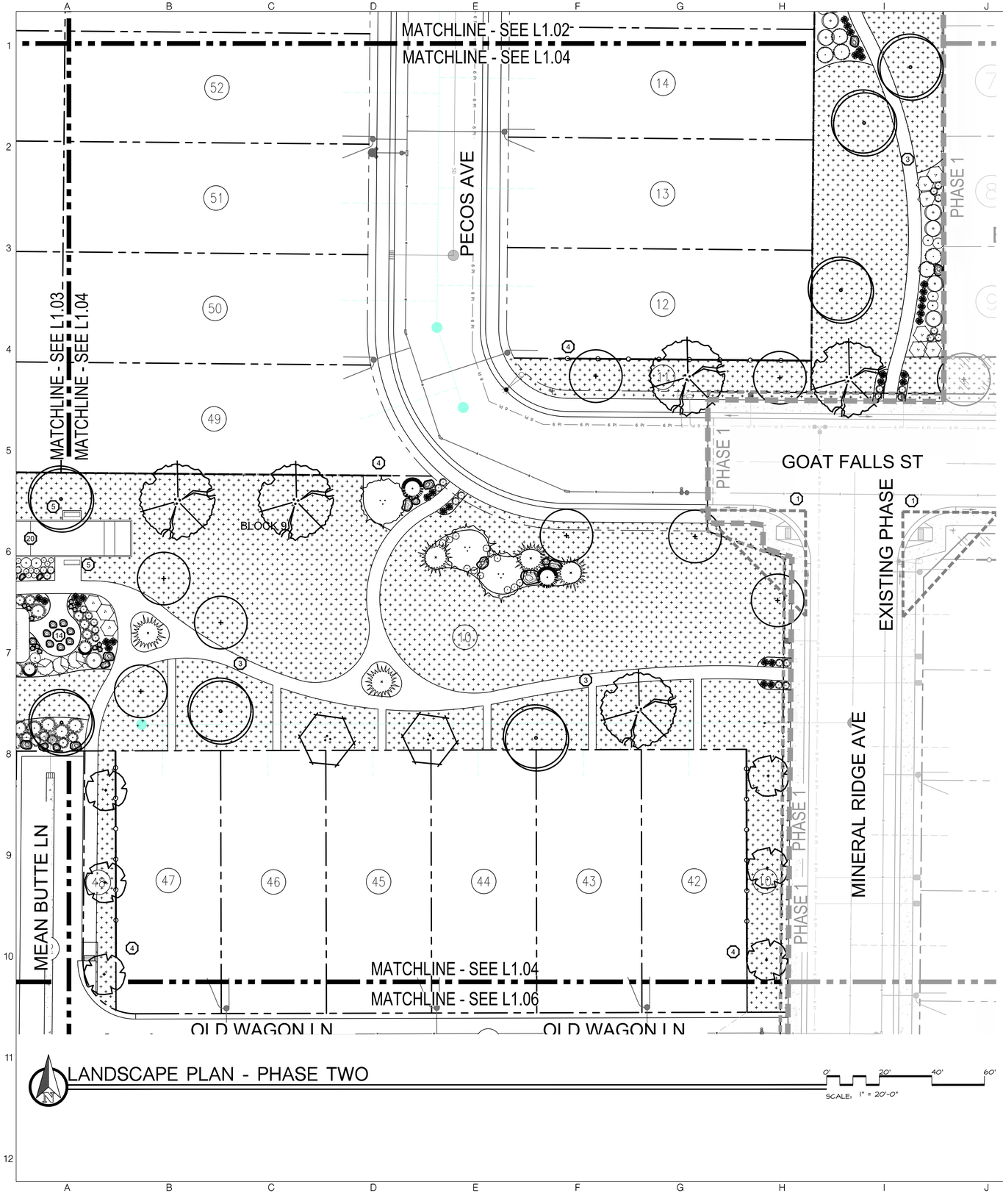
LANDSCAPE PLAN - PHASE 1
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB
CHECKED BY: JDR
PROJECT NUMBER 23-173
SHEET: L1.03

FINAL PLAT

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL ARE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER IN THE PROJECT.

USER:SMCKEOWN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBD\VISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:1/9/2026 3:18 PM



LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- STEEL EDGE, SEE DETAIL 7/L2.00
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01
- 4' TWO RAIL FENCE, COLOR PER DETAIL, SEE DETAIL 9/L2.00
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- RTF TURF TYPE TALL FESCUE SEED IN SWALE BOTTOMS. COORDINATE WITH CIVIL FOR SEEDING EXTENTS.
- 2-3' DIA. SANDSTONE BOULDERS, SEE DETAIL 1/L2.00

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES				SEE DETAIL 6/L2.00
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Acer platanoides 'Deborah' Deborah Maple	2" B&B	45' hgt. 40' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus frainetto 'Schmidt' Forest Green Oak	2" B&B	50' hgt. 30' w	CLASS II
	Tilia americana 'McKSentry' American Sentry Linden	2" B&B	45' hgt. 30' w	CLASS II
CONIFEROUS TREES				SEE DETAIL 5/L2.00
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea glauca 'Densata' Black Hills Spruce	6' B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	6' B&B	25' hgt. 15' w	CONIF.
SHRUBS				SEE DETAIL 4/L2.00
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber' Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	12" hgt. x 6' wide	
	Juniperus scopulorum 'Medora' Medora Juniper	5 Gal.	12' hgt. x 3' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
GROUND COVERS/ GRASSES/ PERENNIALS				SEE DETAIL 3/L2.00
	Kinnikinnick Arctostaphylos uva-ursi 'Massachusetts'	1 Gal.	1' hgt. x 12' wide	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal.	2' hgt. x 3' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	1' hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	1' hgt. x 1' wide	

CALLOUT LEGEND

(NOT ALL CALLOUTS USED THIS PHASE)

1. 40' VISION TRIANGLE.
2. OPEN GRASSY PLAY SPACE.
3. 5'-0" WIDE PATHWAY PER CIVIL.
4. START FENCE LINE AT 20' BUILDING SETBACK OR VISION TRIANGLE WHICHEVER IS MORE RESTRICTIVE.
5. APPROXIMATE PARK BENCH LOCATION, SEE DETAIL 3/L2.02
6. NOT USED THIS PHASE
7. 10' MAINTENANCE GATE (BY OWNER)
8. 4' TALL BERM, SEE DETAIL 4/L2.01
9. NOT USED THIS PHASE
10. 4' WIDE MAN GATE TO MATCH FENCING TYPE.
11. NOT USED THIS PHASE
12. NOT USED THIS PHASE
13. STEEL EDGED COMMUNITY GARDEN BEDS, SEE DETAIL 10/L2.00
14. FIRE PIT WITH NATURAL STONE SEATING, SEE DETAIL 5/L2.02
15. NOT USED THIS PHASE
16. DOG WASTE STATION BY OWNER, SEE DETAIL 9/L2.02.
17. NOT USED THIS PHASED
18. NOT USED THIS PHASE
19. NOT USED THIS PHASE
20. BOCCE BALL COURTS SEE DETAILS 8 & 9/L2.1, BY OWNER
21. COMMUNITY GARDEN WITH RAISED PLANTERS, SEE DETAIL 6/L2.02
22. NOT USED
23. 12 X 12 PERGOLA W/PICNIC TABLE BY OWNER, SEE DETAILS 1 & 2/L2.02
24. NOT USED THIS PHASE
25. DOUBLE SWING GATE WITH 4' VEHICULAR GATE AND 2' PEDESTRIAN GATE, SEE DETAIL 4/L2.00
26. CONCRETE PAD FOR FUTURE SHADE STRUCTURE
27. TRASH RECEPTACLE, SEE DETAIL 4/L2.02
28. COORDINATE WITH CIVIL FOR ACCESS GATE TYPE.
29. NOT USED THIS PHASE

City of Caldwell
APPROVED FOR CONSTRUCTION
This approval does not relieve the owner, engineer, or contractor of the responsibility to design and construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance. Any deviation from or inconsistencies with CITY STANDARDS, REGULAR variance, see Engineer's cover letter(s). provisions of said documents and policies even if inconsistencies are not noted by the City. Any revisions of the approved plans must be resubmitted for review and approval.
Name: Martin Gerger

STAMP: STATE OF IDAHO — JOHN D. ROTEGARD — LA - 16827 — 1/09/26 — LANDSCAPE ARCHITECT
DATE: 8/25/2025
811 Know what's below. Call before you dig. CALL AT LEAST 48 HOURS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF MEMBER UTILITIES
SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

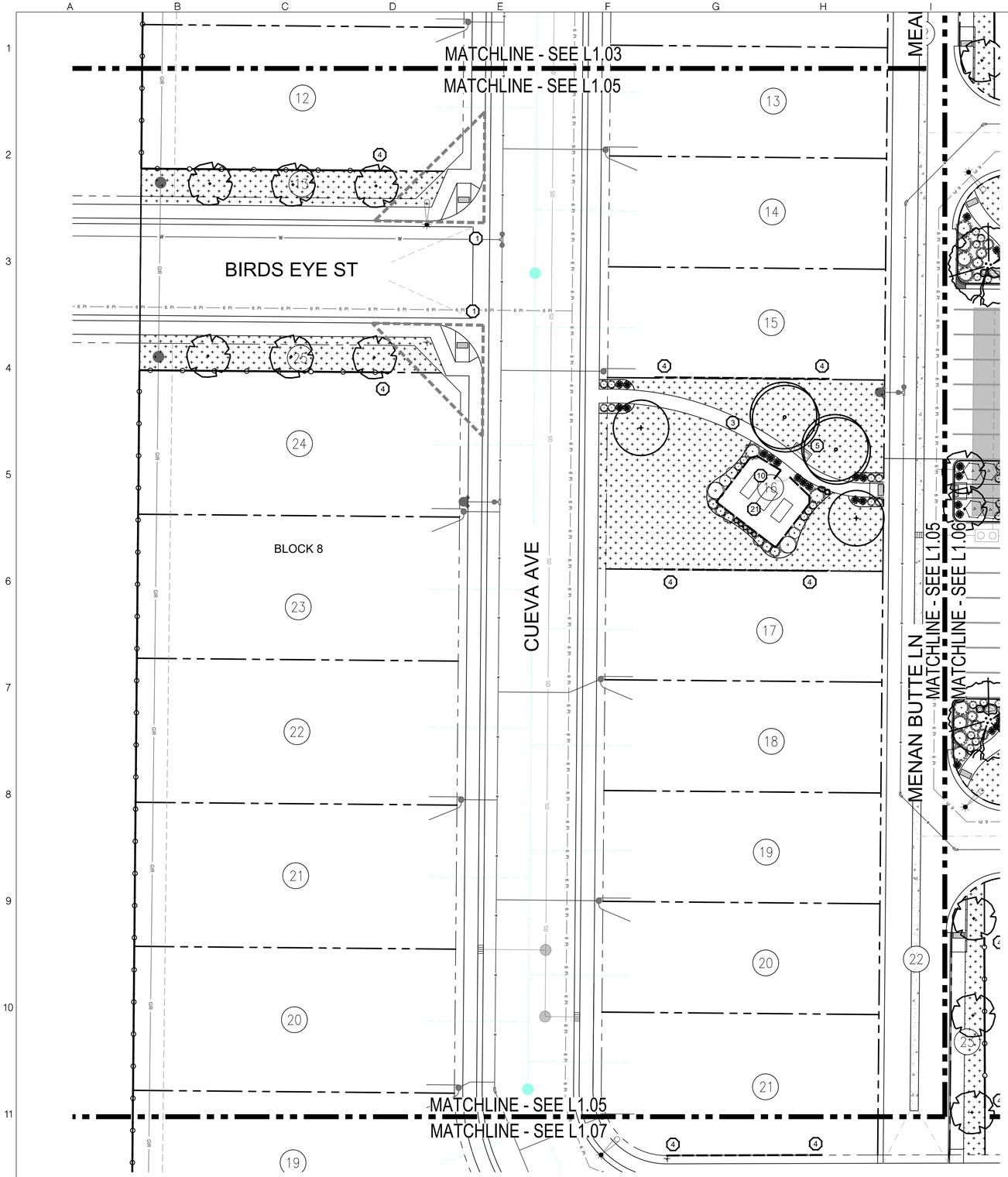
LANDSCAPE PLAN - PHASE 1
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB
CHECKED BY: JDR
PROJECT NUMBER: 23-173
SHEET: L1.04

FINAL PLAT

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL ARE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCEPT AS THE PROJECT

USER:SMCKEOWN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP.DWG PRINT DATE:9/9/2025 3:16 PM



LANDSCAPE PLAN - PHASE TWO

SCALE: 1" = 20'-0"

0' 20' 40' 60'

LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- STEEL EDGE, SEE DETAIL 7/L2.00
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01
- 4' TWO RAIL FENCE, COLOR PER DETAIL, SEE DETAIL 9/L2.00
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- RTF TURF TYPE TALL FESCUE SEED IN SWALE BOTTOMS. COORDINATE WITH CIVIL FOR SEEDING EXTENTS.
- 2-3' DIA. SANDSTONE BOULDERS, SEE DETAIL 1/L2.00

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES			SEE DETAIL 6/L2.00	
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Acer platanoides 'Deborah' Deborah Maple	2" B&B	45' hgt. 40' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus frainetto 'Schmidt' Forest Green Oak	2" B&B	50' hgt. 30' w	CLASS II
	Tilia americana 'McKSentry' American Sentry Linden	2" B&B	45' hgt. 30' w	CLASS II
CONIFEROUS TREES			SEE DETAIL 5/L2.00	
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea glauca 'Densata' Black Hills Spruce	6' B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	6' B&B	25' hgt. 15' w	CONIF.
SHRUBS			SEE DETAIL 4/L2.00	
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber' Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	12" hgt. x 6' wide	
	Juniperus scopulorum 'Medora' Medora Juniper	5 Gal.	12' hgt. x 3' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.00	
	Kinnikinnick Arctostaphylos uva-ursi 'Massachusetts'	1 Gal.	1' hgt. x 12' wide	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal.	2' hgt. x 3' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	1' hgt. x 1' wide	

CALLOUT LEGEND

(NOT ALL CALLOUTS USED THIS PHASE)

1. 40' VISION TRIANGLE.
2. OPEN GRASSY PLAY SPACE.
3. 5'-0" WIDE PATHWAY PER CIVIL.
4. START FENCE LINE AT 20' BUILDING SETBACK OR VISION TRIANGLE WHICHEVER IS MORE RESTRICTIVE.
5. APPROXIMATE PARK BENCH LOCATION, SEE DETAIL 3/L2.02
6. NOT USED THIS PHASE
7. 10' MAINTENANCE GATE (BY OWNER)
8. 4' TALL BERM, SEE DETAIL 4/L2.01
9. NOT USED THIS PHASE
10. 4' WIDE MAN GATE TO MATCH FENCING TYPE.
11. NOT USED THIS PHASE
12. NOT USED THIS PHASE
13. STEEL EDGED COMMUNITY GARDEN BEDS, SEE DETAIL 10/L2.00
14. FIRE PIT WITH NATURAL STONE SEATING, SEE DETAIL 5/L2.02
15. NOT USED THIS PHASE
16. DOG WASTE STATION BY OWNER, SEE DETAIL 9/L2.02.
17. NOT USED THIS PHASED
18. NOT USED THIS PHASE
19. NOT USED THIS PHASE
20. BOCCE BALL COURTS SEE DETAILS 8 & 9/L2.1, BY OWNER
21. COMMUNITY GARDEN WITH RAISED PLANTERS, SEE DETAIL 6/L2.02
22. NOT USED
23. 12 X 12 PERGOLA W/PICNIC TABLE BY OWNER, SEE DETAILS 1 & 2/L2.02
24. NOT USED THIS PHASE
25. DOUBLE SWING GATE WITH 4' CROSSWALK (ON VEHICULAR SIDE) FOR MAINTENANCE ACCESS
26. NOT USED THIS PHASE
27. TRASH RECEPTACLE, SEE DETAIL 4/L2.02
28. COORDINATE WITH CIVIL FOR ACCESS GATE TYPE.
29. NOT USED THIS PHASE

City of Caldwell
APPROVED FOR CONSTRUCTION

This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance. City review does not relieve the provisions of said documents and policies. Work inconsistent with the approved plans will be rejected and revisions of the plans will be required prior to resubmittal for construction and approval.

Name: Martin Gergen

STAMP: STATE OF IDAHO — JOHN D. ROTEGARD — LA - 16827 — 1/09/26 — LANDSCAPE ARCHITECT

DATE: 8/25/2025

811 Know what's below. Call before you dig. CALL AT LEAST 48 HOURS BEFORE YOU BEGIN EXCAVATION TO REQUEST THAT UNDERGROUND UTILITIES BE LOCATED BY MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbge.com
www.sbbge.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

LANDSCAPE PLAN - PHASE 1
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB

CHECKED BY: JDR

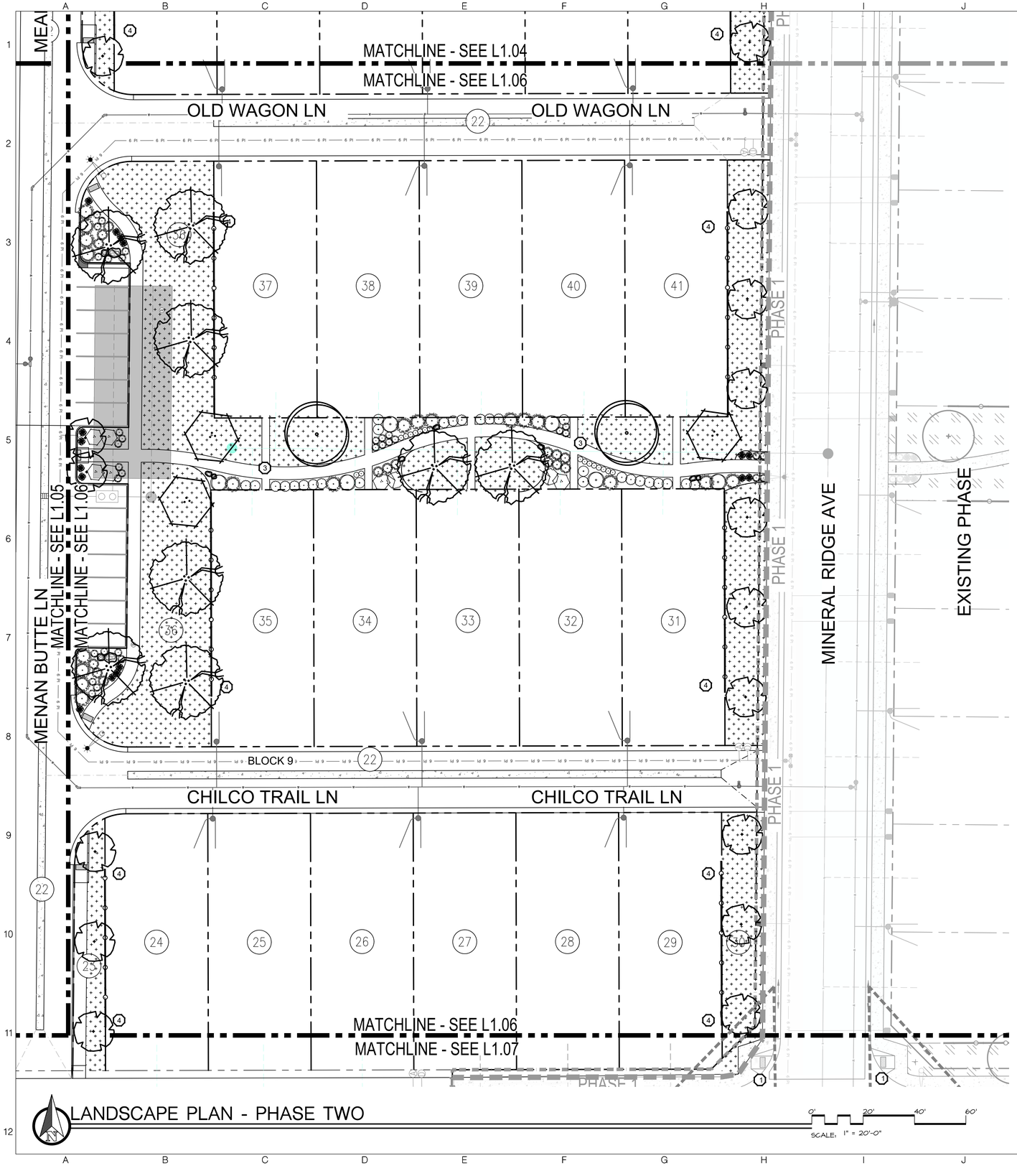
PROJECT NUMBER 23-173

SHEET: L1.05

FINAL PLAT

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER IN THE PROJECT.

USER:SMCKEEVAN L:\DATA\DNZ-PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:1/9/2026 3:16 PM



LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- STEEL EDGE, SEE DETAIL 7/L2.00
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01
- 4' TWO RAIL FENCE, COLOR PER DETAIL, SEE DETAIL 9/L2.00
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- RTF TURF TYPE TALL FESCUE SEED IN SWALE BOTTOMS. COORDINATE WITH CIVIL FOR SEEDING EXTENTS.
- 2-3' DIA. SANDSTONE BOULDERS, SEE DETAIL 1/L2.00

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES			SEE DETAIL 6/L2.00	
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Acer platanoides 'Deborah' Deborah Maple	2" B&B	45' hgt. 40' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus frainetto 'Schmidt' Forest Green Oak	2" B&B	50' hgt. 30' w	CLASS II
	Tilia americana 'McKSentry' American Sentry Linden	2" B&B	45' hgt. 30' w	CLASS II
CONIFEROUS TREES			SEE DETAIL 5/L2.00	
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea glauca 'Densata' Black Hills Spruce	6' B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	6' B&B	25' hgt. 15' w	CONIF.
SHRUBS			SEE DETAIL 4/L2.00	
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber' Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	12" hgt. x 6' wide	
	Juniperus scopulorum 'Medora' Medora Juniper	5 Gal.	12' hgt. x 3' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.00	
	Kinnikinnick Arctostaphylos uva-ursi 'Massachusetts'	1 Gal.	1' hgt. x 12' wide	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	18" hgt. x 2' wide	
	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal.	2' hgt. x 3' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	1' hgt. x 3' wide	

CALLOUT LEGEND

(NOT ALL CALLOUTS USED THIS PHASE)

1. 40' VISION TRIANGLE.
2. OPEN GRASSY PLAY SPACE.
3. 5'-0" WIDE PATHWAY PER CIVIL.
4. START FENCE LINE AT 20' BUILDING SETBACK OR VISION TRIANGLE WHICHEVER IS MORE RESTRICTIVE.
5. APPROXIMATE PARK BENCH LOCATION, SEE DETAIL 3/L2.02
6. NOT USED THIS PHASE
7. 10' MAINTENANCE GATE (BY OWNER)
8. 4' TALL BERM, SEE DETAIL 4/L2.01
9. NOT USED THIS PHASE
10. 4' WIDE MAN GATE TO MATCH FENCING TYPE.
11. NOT USED THIS PHASE
12. NOT USED THIS PHASE
13. STEEL EDGED COMMUNITY GARDEN BEDS, SEE DETAIL 10/L2.00
14. FIRE PIT WITH NATURAL STONE SEATING, SEE DETAIL 5/L2.02
15. NOT USED THIS PHASE
16. DOG WASTE STATION BY OWNER, SEE DETAIL 9/L2.02.
17. NOT USED THIS PHASED
18. NOT USED THIS PHASE
19. NOT USED THIS PHASE
20. BOCCE BALL COURTS SEE DETAILS 8 & 9/L2.1, BY OWNER
21. COMMUNITY GARDEN WITH RAISED PLANTERS, SEE DETAIL 6/L2.02
22. NOT USED
23. 12 X 12 PERGOLA W/PICNIC TABLE BY OWNER, SEE DETAILS 1 & 2/L2.02
24. NOT USED THIS PHASE
27. TRASH RECEPTACLE, SEE DETAIL 4/L2.02
28. COORDINATE WITH CIVIL FOR ACCESS GATE TYPE.
29. NOT USED THIS PHASE

City of Caldwell
APPROVED FOR CONSTRUCTION

This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance. Any deviations from or inconsistencies with the approved construction plans, applicable provisions of said document and policies cannot be implemented UNLESS SPECIFICALLY APPROVED by City review. The City reserves the right to require revisions of the plans if inconsistencies are found in the resubmittal for construction and approval.

Name: Martin Gergen

DOUBLE SWING GATE WITH 4' VEHICULAR GATE AND 4' PEDESTRIAN GATE FOR MAINTENANCE ACCESS SEE DETAIL 7/L2.00

STAMP: STATE OF IDAHO JOHN D. ROTEGARD LA - 16827 8/25/25 LANDSCAPE ARCHITECT

DATE: 8/25/2025

811 Know what's below. Call before you dig. CALL BEFORE YOU DIG - IT'S THE LAW (48 HOURS BEFORE YOU BEGIN ANY EXCAVATION). CALL 811 OR 1-800-342-1585 TO HAVE UNDERGROUND UTILITIES MARKED BY MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgo.com
www.sbbgo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the written permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

LANDSCAPE PLAN - PHASE 1
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB

CHECKED BY: JDR

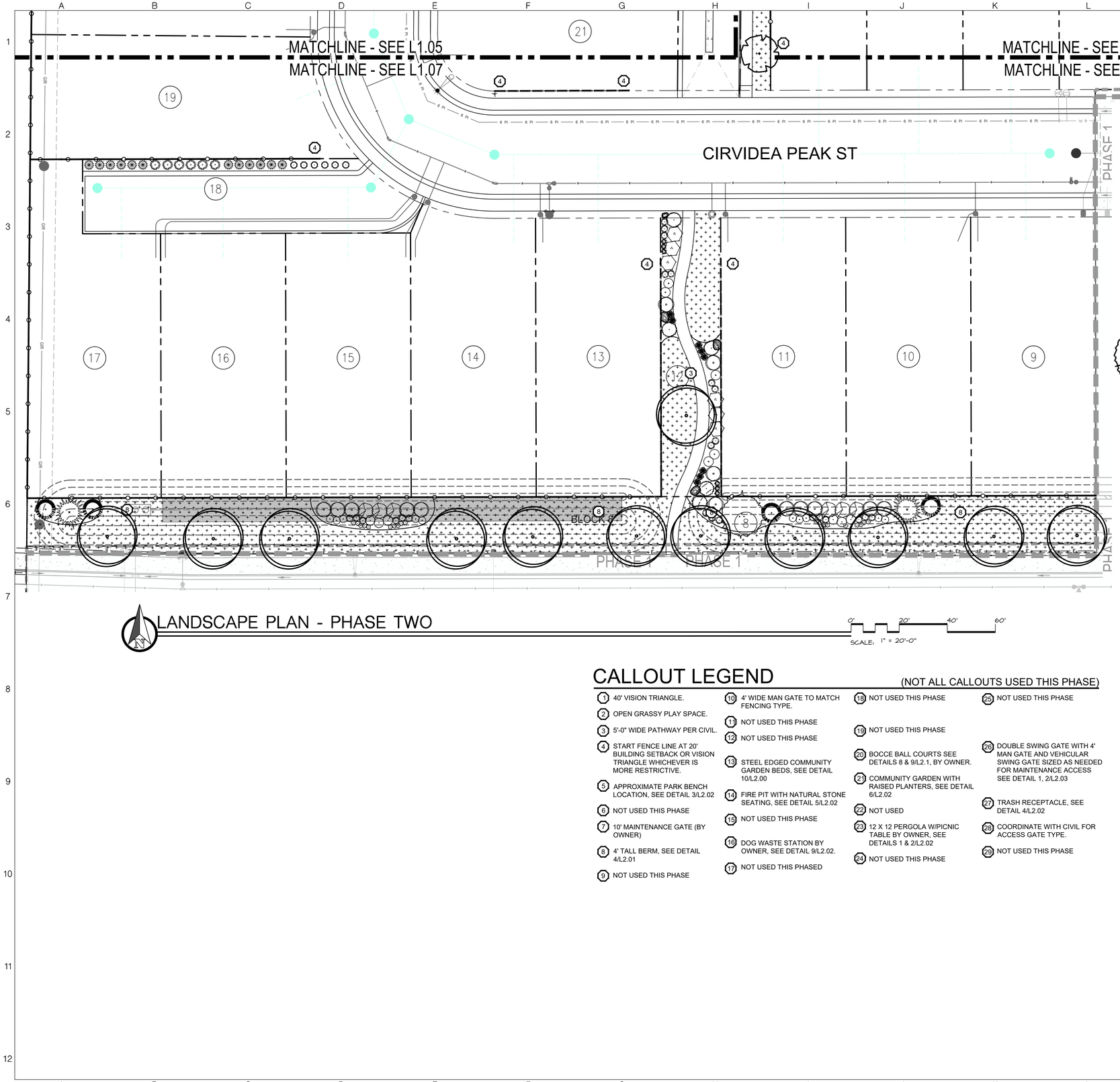
PROJECT NUMBER 23-173

SHEET: L1.06

FINAL PLAT

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER IN THE PROJECT.

USER:SMCKEOWN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:1/9/2026 3:18 PM



LANDSCAPE PLAN - PHASE TWO

SCALE: 1" = 20'-0"

LANDSCAPE LEGEND

- PLANTS TO BE INSTALLED
- STEEL EDGE, SEE DETAIL 7/L2.00
- 6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01
- 4' TWO RAIL FENCE, COLOR PER DETAIL, SEE DETAIL 9/L2.00
- RTF TURF TYPE TALL FESCUE SOD OVER APPROVED TOPSOIL AS SPECIFIED
- RTF TURF TYPE TALL FESCUE SEED IN SWALE BOTTOMS. COORDINATE WITH CIVIL FOR SEEDING EXTENTS.
- 2-3' DIA. SANDSTONE BOULDERS, SEE DETAIL 1/L2.00

PLANT SCHEDULE

NOTE: All trees to be grade #1 (Shown at 80% Maturity)

KEY	BOTANICAL NAME / COMMON NAME	PLANTING SIZE	MATURE SIZE	CLASS
DECIDUOUS TREES			SEE DETAIL 6/L2.00	
	Acer platanoides 'Columnarbroad' Parkway Maple	2" B&B	40' hgt. 25' w	CLASS II
	Acer platanoides 'Deborah' Deborah Maple	2" B&B	45' hgt. 40' w	CLASS II
	Betula nigra River Birch	2" B&B multi-stem	35' hgt. 25' w	CLASS II
	Gleditsia triacanthos inermis 'Skyline' Skyline Honeylocust	2" B&B	45' hgt. 30' w	CLASS II
	Prunus cerasifera 'Thundercloud' Thundercloud Plum	2" B&B	20' hgt. 20' w	CLASS I
	Quercus frainetto 'Schmidt' Forest Green Oak	2" B&B	50' hgt. 30' w	CLASS II
	Tilia americana 'McKSentry' American Sentry Linden	2" B&B	45' hgt. 30' w	CLASS II
CONIFEROUS TREES			SEE DETAIL 5/L2.00	
	Pinus flexilis 'Vanderwolf's Pyramid" Vanderwolf's Limber Pine	6' B&B	20' hgt. 10' w	CONIF.
	Picea glauca 'Densata' Black Hills Spruce	6' B&B	35' hgt. 15' w	CONIF.
	Picea pungens 'glauca' Colorado Blue Spruce	6' B&B	25' hgt. 15' w	CONIF.
SHRUBS			SEE DETAIL 4/L2.00	
	Euonymous alatus 'Compactus' Dwarf Burning Bush	2 Gal.	4' hgt. x 4' wide	
	Buxus microphylla japonica 'Winter Gem' Winter Gem Boxwood	5 Gal.	4' hgt. x 4' wide	
	Cornus alba 'Bailhalo' Ivory Halo Dogwood	5 Gal.	6' hgt. x 6' wide	
	Cotoneaster horizontalis Perpusillus' Prostrate Rock Cotoneaster	2 Gal.	12" hgt. x 6' wide	
	Rhus trilobata 'Autumn Amber' Autumn Amber sumac	2 Gal.	6" hgt. x 6' wide	
	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	2 Gal.	12" hgt. x 6' wide	
	Juniperus scopulorum 'Medora' Medora Juniper	5 Gal.	12' hgt. x 3' wide	
	Picea pungens 'Globosa' Dwarf Globe Blue Spruce	5 Gal.	4' hgt. x 6' wide	
	Physocarpus opulifolious 'Seaward' Summer Wine Ninebark	2 Gal.	4' hgt. x 4' wide	
	Potentilla fruticosa 'Gold Star' Gold Star Potentilla	5 Gal.	3' hgt. x 3' wide	
	Prunus x cistena Dwarf Red Leaf Sand Cherry	5 Gal.	10' hgt. x 6' wide	
	Rosa x 'Noasplash' Pink Splash Groundcover Rose	2 Gal.	2' hgt. x 4' wide	
	Spiraea japonica 'Goldmound' Goldmound Spirea	2 Gal.	3' hgt. 3' wide	
	Viburnum plicatum tomentosum 'Mariesii' Doublefile Viburnum	5 Gal.	6' hgt. 10' wide	
GROUND COVERS/ GRASSES/ PERENNIALS			SEE DETAIL 3/L2.00	
	Kinnikinnick Arctostaphylos uva-ursi 'Massachusetts'	1 Gal.	1' hgt. x 12' wide	
	Coreopsis rosea 'Sweet Dreams' Sweet Dreams Tickseed	1 Gal.	1' hgt. x 1' wide	
	Calamagrostis x. acutiflora 'Overdam' Dwarf Feather Grass	1 Gal.	3' hgt. x 2' wide	
	Hemerocallis x 'Stella De Oro' Stella De Oro Daylilly	1 Gal.	1' hgt. x 2' wide	
	Lavandula angustifolia 'Dilly Dilly' Dilly Dilly Lavender	1 Gal.	1' hgt. x 1' wide	
	Sedum spectabile 'Autumn Joy' Autumn Joy Stonecrop	1 Gal.	2' hgt. x 2' wide	
	Pennisetum alopecuroides 'Little Bunny' Little Bunny Dwarf Fountain Grass	1 Gal.	1' hgt. x 1' wide	

CALLOUT LEGEND

(NOT ALL CALLOUTS USED THIS PHASE)

1. 40' VISION TRIANGLE.
2. OPEN GRASSY PLAY SPACE.
3. 5'-0" WIDE PATHWAY PER CIVIL.
4. START FENCE LINE AT 20' BUILDING SETBACK OR VISION TRIANGLE WHICHEVER IS MORE RESTRICTIVE.
5. APPROXIMATE PARK BENCH LOCATION, SEE DETAIL 3/L2.02
6. NOT USED THIS PHASE
7. 10' MAINTENANCE GATE (BY OWNER)
8. 4' TALL BERM, SEE DETAIL 4/L2.01
9. NOT USED THIS PHASE
10. 4' WIDE MAN GATE TO MATCH FENCING TYPE.
11. NOT USED THIS PHASE
12. NOT USED THIS PHASE
13. STEEL EDGED COMMUNITY GARDEN BEDS, SEE DETAIL 10/L2.00
14. FIRE PIT WITH NATURAL STONE SEATING, SEE DETAIL 5/L2.02
15. NOT USED THIS PHASE
16. DOG WASTE STATION BY OWNER, SEE DETAIL 9/L2.02.
17. NOT USED THIS PHASED
18. NOT USED THIS PHASE
19. NOT USED THIS PHASE
20. BOCCE BALL COURTS SEE DETAILS 8 & 9/L2.1, BY OWNER.
21. COMMUNITY GARDEN WITH RAISED PLANTERS, SEE DETAIL 6/L2.02
22. NOT USED
23. 12 X 12 PERGOLA W/PICNIC TABLE BY OWNER, SEE DETAILS 1 & 2/L2.02
24. NOT USED THIS PHASE
25. NOT USED THIS PHASE
26. DOUBLE SWING GATE WITH 4' MAN GATE AND VEHICULAR SWING GATE SIZED AS NEEDED FOR MAINTENANCE ACCESS SEE DETAIL 1, 2/L2.03
27. TRASH RECEPTACLE, SEE DETAIL 4/L2.02
28. COORDINATE WITH CIVIL FOR ACCESS GATE TYPE.
29. NOT USED THIS PHASE

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in conformance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

STAMP: STATE OF IDAHO — JOHN D. ROSARIO — LA - 16827 — 1/09/26 — LANDSCAPE ARCHITECT

DATE: 8/25/2025

811 Know what's below. Call before you dig. IT IS AN ADVANCE NOTICE SYSTEM FOR THE PURPOSE OF LOCATING EXISTING UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the written permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

LANDSCAPE PLAN - PHASE 1
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB

CHECKED BY: JDR

PROJECT NUMBER 23-173

SHEET: L1.07

FINAL PLAT

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCEPT AS THE PROJECT

USER:SMCKEEDN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:1/9/2026 3:17 PM

IRRIGATION NOTES:

1. ALL LANDSCAPED AREAS SHALL HAVE A HUNTER AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
2. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
3. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
4. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM.
5. ELECTRONIC WATER DISTRIBUTION/ TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
   a. PRECISE INDIVIDUAL STATION TIMING
   b. RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
   c. AT LEAST ONE PROGRAM FOR EACH HYDROZONE
   d. SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
   e. POWER FAILURE BACKUP FOR ALL PROGRAMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
6. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
8. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
9. PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE Q.C.V. LOCATIONS WITH LANDSCAPE ARCHITECT.
10. POINT OF CONNECTION TO BE APPROVED BY JURISDICTION PROVIDING WATER SOURCE.

LANDSCAPE SPECIFICATIONS

1. SEE CIVIL ENGINEERING PLANS FOR ALL SITE CLEARING AND ROUGH GRADE WORK. FINISH GRADE 1" OF DESIGN GRADE. COORDINATE ALL LANDSCAPE WORK WITH CIVIL DRAWINGS. SEE ARCHITECTURAL SITE PLAN FOR ALL SITE ELEMENTS NOT SHOWN ON LANDSCAPE PLAN.
2. COORDINATE ALL WORK WITH ALL OTHER SITE RELATED DEVELOPMENT DRAWINGS.
3. COORDINATE WORK SCHEDULE AND OBSERVATIONS WITH LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION START-UP.
4. CONTRACTOR SHALL REPORT TO OWNER'S REPRESENTATIVE ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK PRIOR TO BEGINNING WORK. COORDINATE WORK SCHEDULE AND OBSERVATIONS PRIOR TO CONSTRUCTION STARTUP.
5. BEFORE PROCEEDING WITH WORK, CHECK AND VERIFY DIMENSIONS AND QUANTITIES. REPORT VARIATIONS BETWEEN DRAWINGS AND SITE TO OWNER'S REPRESENTATIVE BEFORE PROCEEDING WITH WORK.
6. ALL PLANT MATERIAL SHALL CONFORM TO ANSI Z60.1 - "AMERICAN STANDARD FOR NURSERY STOCK". ACCEPTANCE OF PLANT MATERIAL SHALL BE SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE. PLANT MATERIAL SHALL BE PROVIDED BY LICENSED NURSERY OR WHOLESALE GROWER. NO BARE ROOT STOCK ALLOWED. SEE DETAILS FOR FURTHER PLANTING REQUIREMENTS.
7. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE LANDSCAPE ARCHITECT'S PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CAN NOT BE OBTAINED.
8. IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
9. FINISH GRADES SHALL PROVIDE A SMOOTH TRANSITION WITH ADJACENT SURFACES AND ENSURE POSITIVE DRAINAGE IN ACCORDANCE WITH THE SITE GRADING PLAN.
10. PLANT ALL TREES AND SHRUBS PER DETAILS. USE APPROVED PLANTING SOIL AS SPECIFIED IN PLANTING SOIL NOTES OR APPROVED EQUAL. USE WHEN BACK FILLING TREE AND SHRUB PITS.
11. WATER PLANTS THOROUGHLY AFTER PLANTING.
12. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND TYPE AT NO COST TO OWNER. CONTRACTOR TO GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR AFTER SUBSTANTIAL COMPLETION HAS BEEN CERTIFIED BY OWNER'S REPRESENTATIVE. PLANTS NOT IN A HEALTHY GROWING CONDITION AFTER ONE (1) YEAR SHALL BE REPLACED AT NO COST TO OWNER EXCEPT FOR LOSS DUE TO CONDITIONS BEYOND THE CONTROL OF THE CONTRACTOR. INSPECTION AND ACCEPTANCE TO BE DONE BY OWNER'S REPRESENTATIVE.
13. LIMIT SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
14. NEWLY GRADED SUBGRADES: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 4 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
   A. SPREAD PLANTING SOIL TO A COMPACTED DEPTH OF 12 INCHES IN TURF AREAS AND 18 INCHES AT SHRUB BED AREAS BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
   B. SPREAD PLANTING SOIL OVER LOOSENED SUBGRADE.
   C. REDUCE ELEVATION OF PLANTING SOIL TO ALLOW FOR SOIL THICKNESS OF SOD OR SEED.
16. UNCHANGED SUBGRADES: IF TURF OR SHRUBS ARE TO BE PLANTED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADING, OR SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS:
   D. REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO SURFACE SOIL.
   E. LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. PROVIDE WEED ABATEMENT PROCEDURE. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING PLANTING SOIL NOTES AND MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
   F. LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNER'S PROPERTY.
17. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW ADJACENT SURFACES OF PLANTER BED AREAS, 1-1/2" BELOW ADJACENT SURFACES OF TURF SOD AREAS, AND 1" BELOW ADJACENT SURFACES OF TURF SEED AREAS.
18. MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
19. BEFORE PLANTING, OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
20. DO NOT SOW IMMEDIATELY FOLLOWING RAIN, OR WHEN GROUND IS TOO DRY. TEMPERATURE SHALL BE BETWEEN 55 F AND 95 F FOR A 24 HOUR PERIOD. WIND SHALL BE LESS THAN 5 MPH.
21. MAINTAIN ALL LANDSCAPING FOR 30 DAYS AFTER COMPLETION OF LANDSCAPING OR UNTIL SUBSTANTIAL COMPLETION, WHICHEVER IS LATER. THIS WILL INCLUDE WATERING, MOWING, AND REPLACING LAWN THAT IS NOT IN A HEALTHY GROWING STATE.
22. BEGIN PLANTING ONLY AFTER INSTALLATION AND ACCEPTANCE OF THE AUTOMATIC UNDERGROUND SPRINKLER SYSTEM AND ACCEPTANCE OF FINISH GRADING BY OWNER'S REPRESENTATIVE.
23. THE FOLLOWING LANDSCAPE INSPECTIONS SHALL BE MADE BY THE OWNER'S REPRESENTATIVE AFTER AT LEAST 48 HOURS NOTICE HAS BEEN GIVEN BY THE CONTRACTOR:
   A. AFTER GRADING HAS BEEN COMPLETED AND BEFORE IRRIGATION HAS BEEN INSTALLED.
   B. AFTER INSTALLING THE IRRIGATION MAINLINE.
   C. AFTER IRRIGATION HAS BEEN COMPLETED AND BEFORE PLANTING HAS BEEN INSTALLED.
   D. AFTER COMPLETION OF THE INSTALLATION OF ALL PLANT MATERIALS.
   E. AFTER ALL WORK HAS BEEN COMPLETED (SUBSTANTIAL COMPLETION).
19. ALL PLANTING BED AREAS SHALL BE COVERED IN A MINIMUM OF 3" DEPTH OF 1" DIAMETER BARK MULCH OVER DEWITT PRO 5 WEED FABRIC, INSTALL PER MANUFACTURER'S RECOMMENDATIONS. SUBMIT SAMPLE OF MULCH MATERIAL FOR APPROVAL BY OWNER'S REPRESENTATIVE.
20. AGRIFORM TABLETS(20-10-5) ARE TO BE ADDED TO THE PLANTED MATERIALS IN THE FOLLOWING QUANTITIES: 1 PER 1 GALLON SHRUB, 2 PER 2 OR 3 GALLON SHRUB, 3 PER 5 GALLON SHRUB, AND 6 PER TREE. DISTRIBUTE EQUALLY IN ROOT ZONE OF EACH PLANT.
21. AFTER PLANTING, APPLY PRE-EMERGENT(ELANCO, XL, RONSTAR, SURFLAN, OR APPROVED EQUAL) PRIOR TO APPLICATION OF MULCH.
22. UPON COMPLETION OF PLANTING OPERATION, CLEAR SITE OF DEBRIS, SUPERFLUOUS MATERIALS AND EQUIPMENT. ALL OF WHICH SHALL BE ENTIRELY REMOVED FROM PREMISES. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OR IRRIGATION ACTIVITIES AND PROPERLY DISPOSE OF OFF SITE.
23. PROVIDE WRITTEN INSTRUCTIONS ON MAINTENANCE REQUIREMENTS TO OWNER.
24. MAINTAIN TREES BY PRUNING, CULTIVATION AND WEEDING AS REQUIRED FOR HEALTHY GROWTH. TIGHTEN AND REPAIR STAKE AND GUY SUPPORTS AND RESET TREES TO PROPER GRADES OR VERTICAL POSITIONS AS REQUIRED. SPRAY AS REQUIRED TO KEEP TREES FREE OF INSECTS AND DISEASE.
25. ALL PLANTING AREAS TO BE SEPARATED FROM ALL LAWN AREAS WITH APPROVED LANDSCAPE EDGING PER PLANS - SEE DETAIL.
26. ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK.
27. IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

RIGHT OF WAY LANDSCAPE NOTES

1. COORDINATE ALL DRAINAGE AREAS AND UTILITIES WITH TREE LOCATIONS AND ADJUST PER FIELD CONDITIONS.
2. TREES SHALL NOT BE PLANTED WITHIN THE 10'-0" CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
3. ANY PERENNIAL TREES OR PLANTS THAT WILL EXTEND ROOTS DEEPER THAN 18" SHALL BE PROHIBITED OVER UNDERGROUND SEEPAGE BEDS, INFILTRATION FACILITIES OR PIPING SYSTEMS.
4. SEEPAGE BEDS AND OTHER STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
5. ALL TREES TO BE LOCATED A MINIMUM OF 5 FEET OR GREATER FROM THE BACK OF ANY SIDEWALK.
6. TRIM ALL TREES WITHIN VISION TRIANGLES TO 8' ABOVE FINISH GRADE TO MEET LOCAL JURISDICTIONAL STANDARDS.

PLANTING SOIL NOTES

1. TOPSOIL REQUIREMENTS: ASTM D 5268, PH RANGE OF 5.5 TO 7, FOUR PERCENT ORGANIC MATERIAL MINIMUM, FREE OF STONES 1/2 INCH OR LARGER IN ANY DIMENSION, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
2. TOPSOIL SOURCE: REUSE EXISTING TOPSOIL STOCKPILED ON THE SITE. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. VERIFY SUITABILITY AND CONDITION OF TOPSOIL AS A GROWING MEDIUM.
   A. STRIP EXISTING TOPSOIL FROM ALL AREAS OF THE SITE TO BE DISTURBED. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, ORGANIC MATTER LARGER THAN 1/2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED TO ACHIEVE THIS REQUIREMENT.
3. REPRESENTATIVE SAMPLES OF PLANTING SOILS SHALL BE TESTED FOR ACIDITY, FERTILITY, ORGANIC MATTER AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY. SUBMIT TOPSOIL ANALYSIS TEST RESULTS FROM TESTING LABORATORY WITH RECOMMENDATIONS FOR IT TO MEET REQUIREMENTS.TO THE LANDSCAPE ARCHITECT'S REPRESENTATIVE BY THE CONTRACTOR. ALL TOPSOIL SHALL BE AMENDED TO ACHIEVE SPECIFIED PH AND ORGANIC REQUIREMENTS. RE-TEST TOPSOIL PRIOR TO FINAL COMPLETION TO ENSURE REQUIREMENTS HAVE BEEN MET.
4. AT A MINIMUM, PREPARE SOIL IN ALL AREAS BY SPREADING A 15-15-15 FERTILIZER AT 7.5 POUNDS PER 1000 SQUARE FEET OF SURFACE AREA AND AN MANURE COMPOST (OR APPROVED EQUAL) AT 3 CUBIC YARDS PER 1000 SQUARE FEET OF SURFACE AREA OVER FINISH GRADE AND ROTO-TILL INTO TOP 6" OF SOIL. FOLLOW ALL IMPROVEMENT RECOMMENDATIONS OF SOIL TEST RESULTS. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A HAVE A PH OF 5.5 TO 7.0. IF ONSITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTOR IS RESPONSIBLE TO EITHER:
   A. PROVIDE APPROVED IMPORTED TOPSOIL, OR
   B. IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY THE LANDSCAPE ARCHITECT.
5. IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, ENSURE IT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
   A. OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THOSE FOUND ON THE PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT A DEPTH OF NOT LESS THAN 4 INCHES.
   B. REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, TOXICITY, ORGANIC MATTER, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE OWNER'S REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION. ACIDITY/ALKALINITY RANGE - PH. 5.5 TO 7.6.
6. NO TOPSOIL SHALL BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION.
7. PLACE TOPSOIL IN AREAS WHERE REQUIRED TO OBTAIN THICKNESS AS SCHEDULED. PLACE TOPSOIL DURING DRY WEATHER. PROVIDE ADDITIONAL IMPORTED TOPSOIL REQUIRED TO BRING SURFACE TO PROPOSED FINISH GRADE, AS REQUIRED.
8. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
9. TOPSOIL STOCKPILE LOCATIONS TO BE COVERED COORDINATE WITH EROSION AND SEDIMENT CONTROL PLAN.
10. ALL GRAVEL, SUBBASE, AND OTHER IMPORTED FILL MATERIALS OTHER THAN TOPSOIL SHALL ONLY BE STOCKPILED IN PROPOSED IMPERVIOUS AREAS. NO GRAVEL OR ROCK MATERIALS SHALL BE STOCKPILED OR TEMPORARILY PLACED IN PROPOSED LANDSCAPE AREAS TO PREVENT LANDSCAPE AREAS FROM BEING CONTAMINATED WITH ROCK MATERIALS. CONTRACTOR SHALL SUBMIT A DETAILED STOCKPILE PLAN TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO ANY EARTHWORK OPERATIONS.

GENERAL NOTES

1. CONTRACTOR TO VERIFY THE LOCATIONS OF ALL UTILITIES WITH OWNER AND UTILITY COMPANIES PRIOR TO CONSTRUCTION, TO DETERMINE IN THE FIELD ACTUAL LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL CALL UTILITY PROTECTION SERVICE 72 HOURS PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL EXAMINE FINISH SURFACE, GRADES, TOPSOIL QUALITY AND DEPTH. DO NOT START ANY WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. VERIFY LIMITS OF WORK BEFORE STARTING.
3. CONTRACTOR TO REPORT ALL DAMAGES TO EXISTING CONDITIONS AND INCONSISTENCIES WITH PLANS TO OWNER'S REPRESENTATIVE PRIOR TO BEGINNING OF CONSTRUCTION.
4. CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE IN ALL LANDSCAPE BEDS AND ALL LAWN AREAS.
5. CONTRACTOR TO FINE GRADE AND ROCK HOUND ALL PLANTING AREAS PRIOR TO PLANTING, TO PROVIDE A SMOOTH AND CONTINUOUS SURFACE, FREE OF IRREGULARITIES (BUMPS OR DEPRESSIONS) AND EXTRANEOUS MATERIAL OR DEBRIS.
6. COORDINATE LANDSCAPE INSTALLATION WITH INSTALLATION OF UNDERGROUND SPRINKLER AND DRAINAGE SYSTEMS.
7. CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FOR ALL PLANT MATERIAL SUBSTITUTIONS FROM OWNER'S REPRESENTATIVE PRIOR TO PLANTING INSTALLATION. FAILURE TO COMPLY WILL REQUIRE THE REMOVAL OF MATERIALS AT NO COST TO THE OWNER AND REPLACED WITH APPROVED MATERIALS.
8. CONTRACTOR SHALL BE RESPONSIBLE TO IMPLEMENT BEST MANAGEMENT PRACTICES TO STABILIZE ALL SLOPES 3:1 OR GREATER AND PREVENT EROSION OR MOVEMENT OF SOIL FROM SLOPES.
9. ALL ROCK MATERIALS TO BE OBTAINED FROM LOCAL SOURCE OR APPROVED EQUAL.

WEED ABATEMENT

1. ALL AREAS TO BE PLANTED OR HYDROSEEDED SHALL HAVE WEED ABATEMENT OPERATIONS PERFORMED ON THEM PRIOR TO PLANTING OR HYDROSEEDING.
2. CONTRACTOR SHALL SPRAY ALL EXPOSED WEEDS WITH ROUND-UP (OR EQUAL HERBICIDE) OR APPROVED EQUAL.
3. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE EXPOSED WEEDS FROM THE SITE.
4. CONTRACTOR SHALL OPERATE THE AUTOMATIC SPRINKLER SYSTEM FOR A PERIOD OF FOURTEEN (14) DAYS. AT CONCLUSION OF THIS WATERING PERIOD, DISCONTINUE WATERING FOR THREE TO FIVE (3-5) DAYS.
5. APPLY SECOND APPLICATION OF 'ROUND-UP' TO ALL EXPOSED WEEDS. APPLY IN STRICT CONFORMANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE WEEDS FROM THE SITE.
6. IF ANY EVIDENCE OF WEED GERMINATION EXISTS AFTER TWO (2) APPLICATIONS, CONTRACTOR SHALL BE DIRECTED TO PERFORM A THIRD APPLICATION.
7. AT THE TIME OF PLANTING AND HYDROSEEDING, ALL PLANTING AREAS SHALL BE WEED FREE.
8. COORDINATE WITH CIVIL FOR ALL WEED ABATEMENT REQUIREMENTS

City of Caldwell
APPROVED FOR CONSTRUCTION
These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, policies and standards. Deviations shall not be constructed or approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of ordinances and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.
Name: Martin Gergen

STAMP: STATE OF IDAHO — JOHN D. ROTEGARD — LA - 16827 — 1/09/26 — LANDSCAPE ARCHITECT
DATE: 8/25/2025
811 Know what's below. Call before you dig. DIAL 811 OR 1-800-342-1585 AT LEAST 48 HOURS BEFORE YOU BEGIN EXCAVATION FOR THE LOCATION OF UNDERGROUND MEMBER UTILITIES
SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

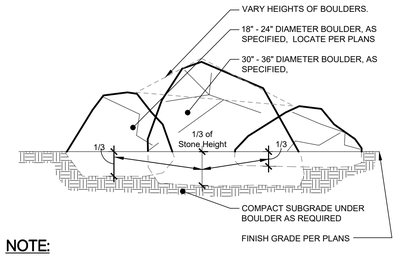
LANDSCAPE PLAN NOTES
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB
CHECKED BY: JDR
PROJECT NUMBER: 23-173
SHEET: L1.08

FINAL PLAT

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER IN THE PROJECT.

USER:SMCKEOWN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_E.DWG PRINT DATE:9/9/2025 3:17 PM

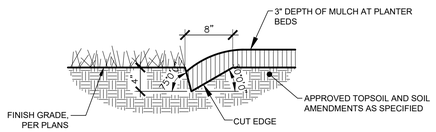


NOTE:

1. NOTIFY LANDSCAPE ARCHITECT WHEN PLACING BOULDERS FOR APPROVAL.
2. PLACE BOULDERS PRIOR TO INSTALLATION OF IRRIGATION.
3. CLEAN BOULDERS OF SOIL AND LOOSE DEBRIS.
4. WHEN PLACING BOULDERS, BURY $\frac{1}{3}$ TO $\frac{1}{2}$ OF BOULDER BELOW FINISH GRADE.
5. DO NOT SCAR OR DAMAGE BOULDERS.
6. WHEN GROUPING BOULDERS, DISTRIBUTE SIZES EVENLY (I.E., IN A GROUP OF (6), (2) WILL BE LARGE, (2) WILL BE MEDIUM, AND (2) WILL BE SMALL).

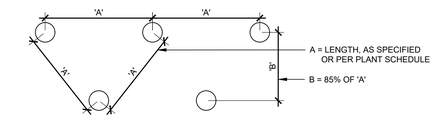
1 BOULDER INSTALLATION

NOT TO SCALE

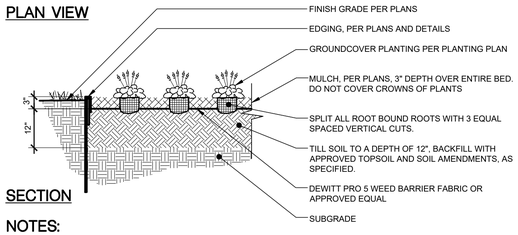


2 PLANTER BED CUT EDGE (TYPICAL AT TREES IN TURF AREAS)

NOT TO SCALE



PLAN VIEW



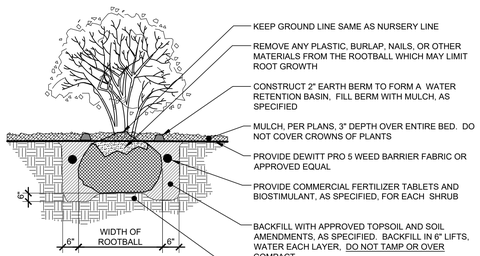
SECTION

NOTES:

1. ALL GROUNDCOVER PLANTS TO BE PLANTED ON CENTER AND IN A TRIANGULAR PATTERN.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

3 PERENNIAL & GROUNDCOVER PLANTING

NOT TO SCALE

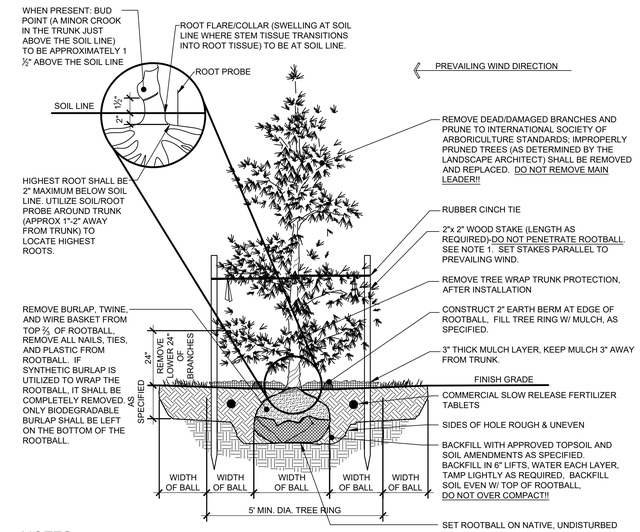


NOTE:

1. WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

4 SHRUB PLANTING

NOT TO SCALE

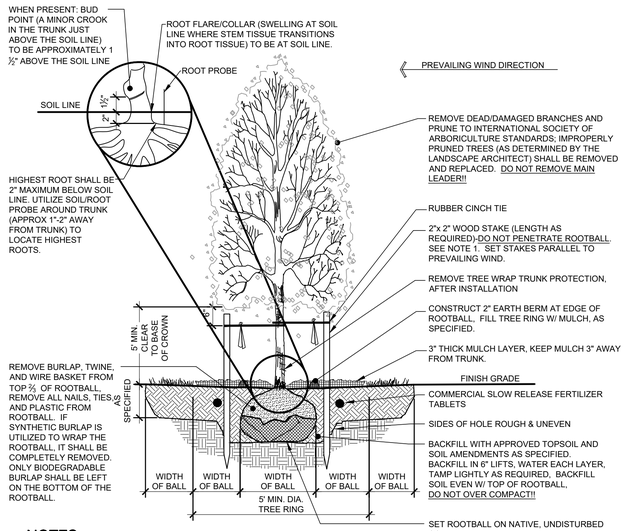


NOTES:

1. THE STAKING OF TREES IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICH EVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

5 CONIFEROUS TREE PLANTING

NOT TO SCALE

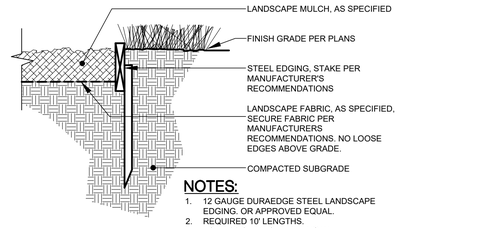


NOTES:

1. THE STAKING OF TREES IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
7. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (DEEPROOT #24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. EXTEND ROOT BARRIER TO 80% OF MATURE TREE CANOPY. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

6 DECIDUOUS TREE PLANTING

NOT TO SCALE



NOTES:

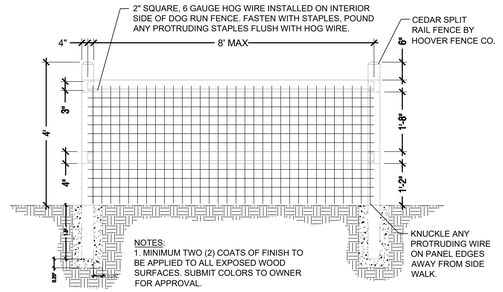
1. 12 GAUGE DURAEDGE STEEL LANDSCAPE EDGING, OR APPROVED EQUAL.
2. REQUIRED 10' LENGTHS.
3. FOUR (4) STAKES PER LENGTH.

7 DURA EDGE STEEL EDGING

NOT TO SCALE

8 NOT USED

Scale:NTS



NOTES:
1. MINIMUM TWO (2) COATS OF FINISH TO BE APPLIED TO ALL EXPOSED WOOD SURFACES. SUBMIT COLORS TO OWNER FOR APPROVAL.

9 TWO RAIL FENCE

NOT TO SCALE

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

STAMP: STATE OF IDAHO · JOHN D. ROTEGARD · LA - 16827 · 1/09/26 · LANDSCAPE ARCHITECT

DATE: 8/25/2025

Know what's below. Call before you dig. CALL 811 OR 1-800-342-1585 IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

FINAL PLAT DETAILS
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB

CHECKED BY: JDR

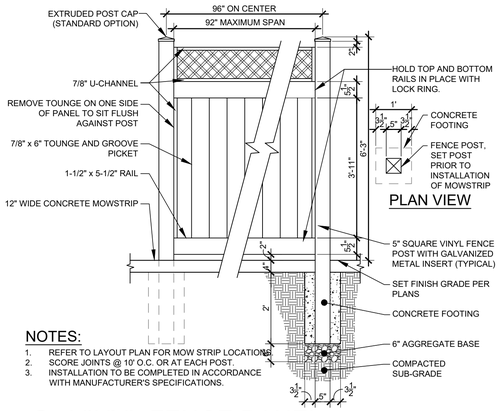
PROJECT NUMBER 23-173

SHEET: L2.00

FINAL PLAT

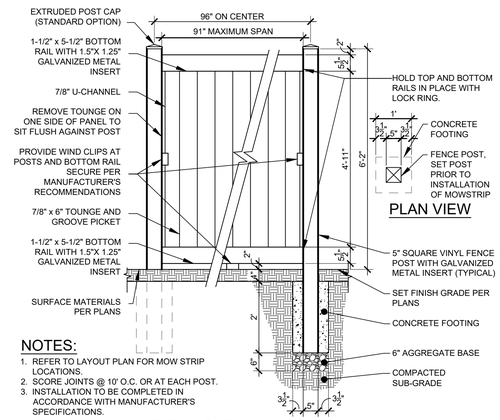
THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL HAS BEEN PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON INVOLVED IN THE PROJECT.

USER:SMCKEOWN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:1/9/2026 3:17 PM



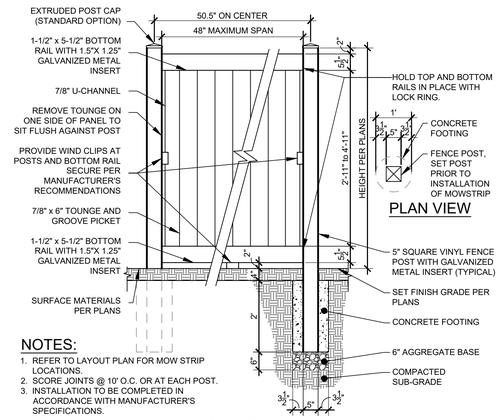
1 VINYL FENCE PANEL

SCALE: 1/2"= 1'-0"



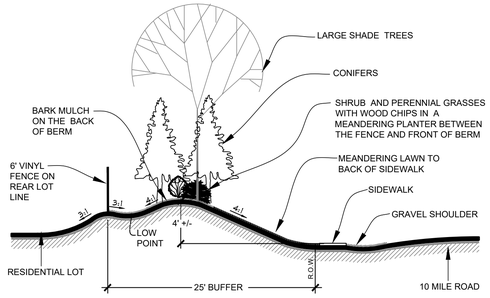
2 VINYL FENCE PANEL

SCALE: 1/2"= 1'-0"



3 VINYL FENCE GATE

SCALE: 1/2"= 1'-0"



4 BERM SECTION

Scale: 3/8"= 1'-0"

5 DETAIL NOT USED

Scale: NTS

6 DETAIL NOT USED

Scale: NTS

7 DETAIL NOT USED

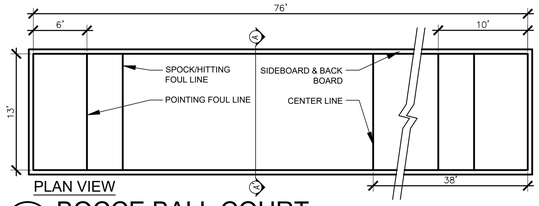
Scale: NTS

8 DETAIL NOT USED

Scale: NTS

9 DETAIL NOT USED

Scale: NTS



8 BOCCE BALL COURT

Scale: 1/8"= 1'-0"

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

STAMP: STATE OF IDAHO · JOHN D. ROTEGARD · LA - 16827 · 1/09/26 · LANDSCAPE ARCHITECT

DATE: 8/25/2025

Know what's below. Call before you dig. DIAL ADVANCE SERVICE FOR LOCATION OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

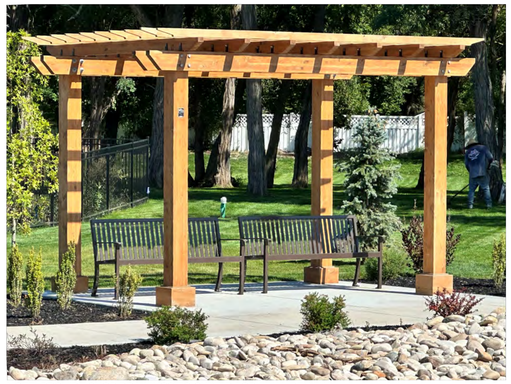
FINAL PLAT DETAILS
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB
CHECKED BY: JDR
PROJECT NUMBER 23-173
SHEET: L2.01

FINAL PLAT

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL ARE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON OR USER IN THE PROJECT

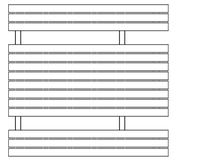
USER:SMCKEOWN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:9/9/2025 3:18 PM



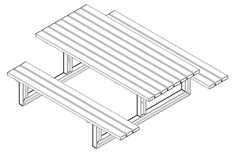
NOTE: PROVIDE SHOP DRAWINGS TO OWNER FOR FINAL REVIEW

1 TYPICAL SHADE STRUCTURE SIZE PER PLAN

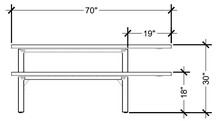
NOT TO SCALE



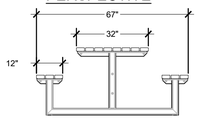
TOP VIEW



PERSPECTIVE



FRONT VIEW



SIDE VIEW

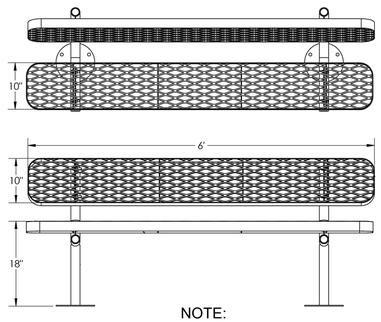
NOTE: OR APPROVED EQUAL

CONTACT Jennifer Fancy @ 1 (800)-716-5506x6050 or jennifer.fancy@maglin.com FOR ORDERING INFO
210 SERIES WOOD GRAIN TEXTURE HIGH DENSITY POLYETHYLENE IN CEDAR, WHEELCHAIR ACCESSABLE, SURFACE MOUNT CLUSTER SEATING WITH MATTE BLACK FINISH, OR APPROVED EQUAL. INSTALL PER MANUFACTURERS RECOMMENDATIONS.

MAGLIN SITE FURNITURE INC.
WWW.MAGLIN.COM
TEL.: 800-716-5506
FAX: 877-260-9393

2 PICNIC TABLE

Scale: 1/2"= 1'-0"



NOTE:

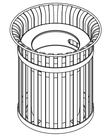
6' CHAMPION BENCH WITH BACK, SURFACE MOUNT PER MANUFACTURER'S RECOMMENDATIONS. COLOR: BY OWNER. BENCH BY PREMIER POLYSTEEL FURNITURE (COORDINATE WITH OWNER FOR ORDERING AND SCHEDULE)

3 6 FOOT BENCH

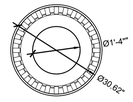
Scale: 1/2"= 1'-0"

SITE FURNISHING NOTES

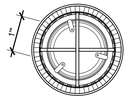
1. ALL 6 FOOT BENCHES TO BE SURFACE MOUNTED ON A MINIMUM 4" CONCRETE PAD. BENCH TO BE A PREMIER POLYSTEEL BENCH OR APPROVED EQUAL, SURFACE MOUNT; COLOR - BY OWNER. ORDER SHALL BE PLACED A MINIMUM OF 8 WEEKS TO INSURE DELIVERY.
2. THE CONTRACTOR SHALL MEET AND/OR EXCEED ALL LOCAL, STATE, AND FEDERAL GOVERNMENT ACCESSIBILITY STANDARDS.
3. THE LANDSCAPE PLANS ARE FOR LANDSCAPE CONSTRUCTION PURPOSES ONLY, NO GRADING OR DRAINAGE, CONCRETE WALKS OR PEDESTRIAN RAMPS, SITE UTILITIES, AND/OR STRUCTURES SHALL BE DESIGNED OR BUILT FROM THE LANDSCAPE DRAWINGS.
4. ALL ONSITE AMENITIES STRUCTURES ARE TO BE CONSTRUCTED WITH REDWOOD, CEDAR, OR DOUG FIR AS DETERMINED BY THE OWNER. COORDINATE AS REQUIRED.



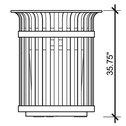
PERSPECTIVE



TOP VIEW



BOTTOM VIEW
MOUNTING DETAIL



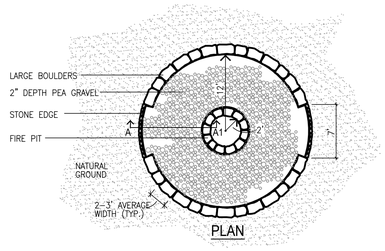
FRONT VIEW

NOTE:

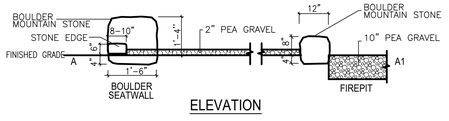
1. 'CITY VIEW' 32 GALLON TRASH RECEPTACLE BY 'SITESCAPES' OR APPROVED EQUAL.
2. MODEL #CV2-3000 WITH FLAT TOP OPENING AND ONYX POWDER COATED ENDS.
3. SURFACE MOUNTING INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

4 TRASH RECEPTACLE

Scale: 1/2"= 1'-0"



PLAN



ELEVATION

NOTE:

1. AT GRADE FIRE PIT TO BE INSTALLED PER MANUFACTURE SPECIFICATIONS.
2. MATERIAL FINISH AND COLOR TBD BY OWNER.

5 FIRE PIT (TYPICAL)

Scale: NTS



NOTE:

1. "UNCLE SIMON'S GARDEN BOX" TO BE INSTALLED PER MANUFACTURE SPECIFICATIONS (OR APPROVED EQUAL).
2. MATERIAL FINISH TBD BY OWNER.
3. FOR ADDITIONAL INFORMATION CONTACT DIRECTLY AT 208-340-9852 OR UNCLESIMONSBOXES@GMAIL.COM

6 TYP. RAISED GARDEN BED

Scale: NTS

7 DETAIL NOT USED

Scale: 1/8"= 1'-0"

8 DETAIL NOT USED

Scale: 1/8"= 1'-0"

D006-B/D022-B DOG WASTE STATION

PARTS LIST: Available only in:

- Can (1) Green ☐
- Post (1) Black ☐
- Dispenser (1)
- Sign (1)
- Hardware Pack (1)
- Dispenser Keys (2) *INSIDE Dispenser
- 400 Dog Waste Bags
- 50 Can Liners



NOTE:

1. DOG WASTE STATION TO BE INSTALLED PER MANUFACTURE SPECIFICATIONS, OR APPROVED EQUAL.
2. FOR ADDITIONAL INFORMATION CONTACT DIRECTLY AT 800.678.1612

9 TYP. DOG WASTE STATION

Scale: NTS

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

STAMP: STATE OF IDAHO · JOHN D. ROTEGARD · LA - 16827 · 1/09/26 · LICENSED LANDSCAPE ARCHITECT

DATE: 8/25/2025

811 Know what's below. Call before you dig. CALL AT LEAST 48 HOURS BEFORE YOU BEGIN EXCAVATION TO REQUEST THE LOCATION OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

FINAL PLAT DETAILS
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB

CHECKED BY: JDR

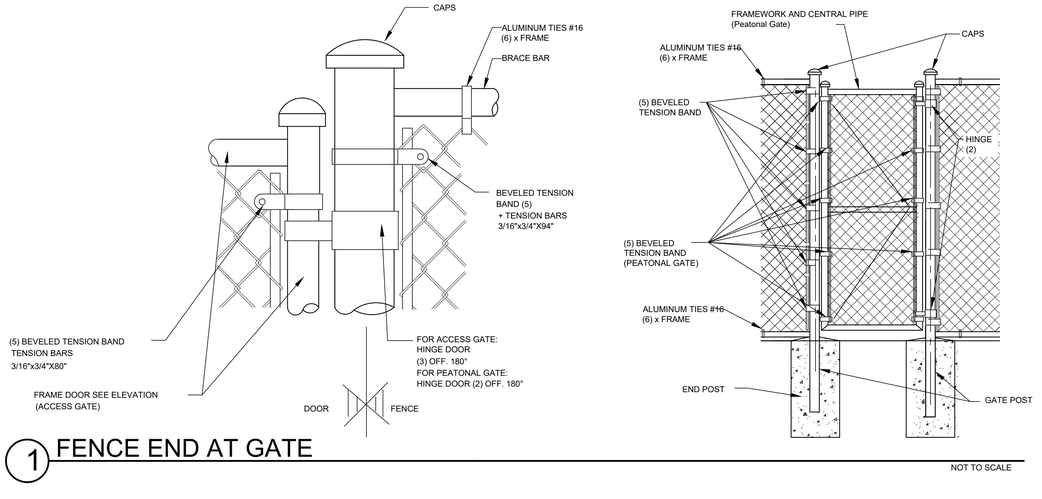
PROJECT NUMBER 23-173

SHEET: L2.02

FINAL PLAT

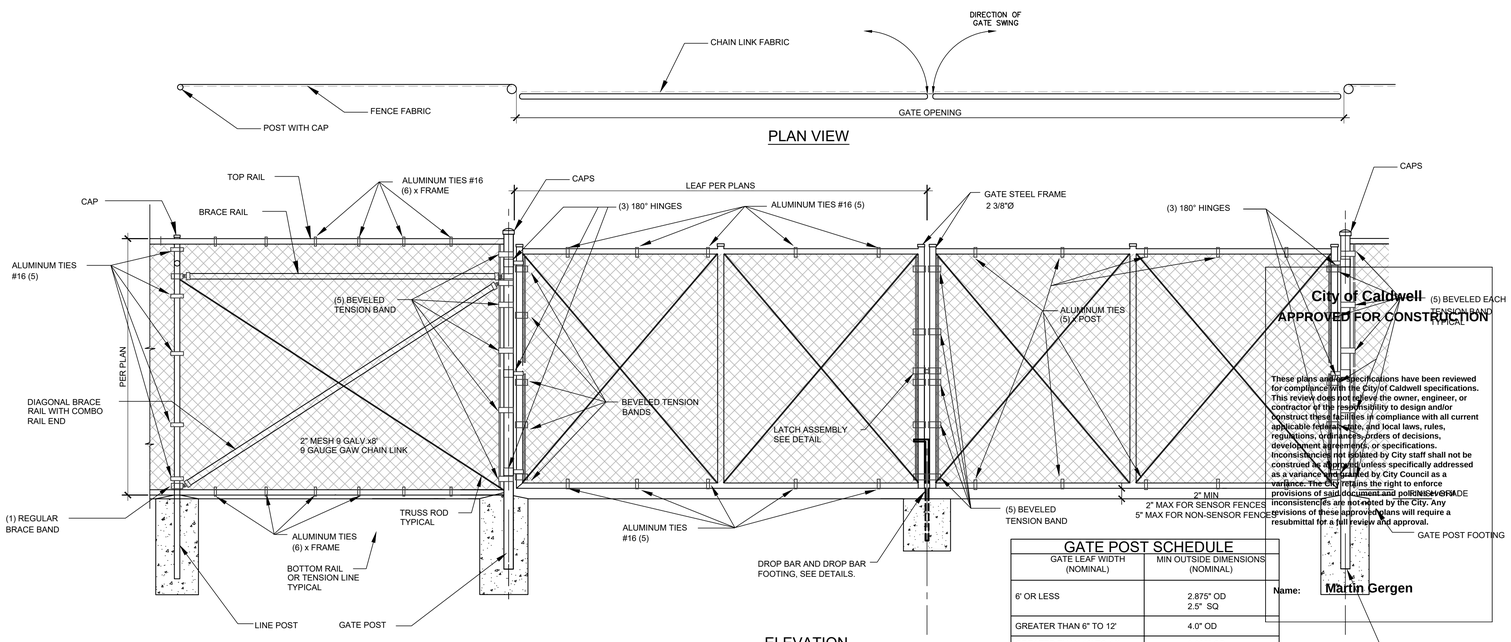
THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL ARE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCEPT IN THE PROJECT.

USER:SMCKEOWN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:9/9/2025 3:17 PM



1 FENCE END AT GATE

NOT TO SCALE



GATE POST SCHEDULE	
GATE LEAF WIDTH (NOMINAL)	MIN OUTSIDE DIMENSIONS (NOMINAL)
6' OR LESS	2.875" OD 2.5" SQ
GREATER THAN 6" TO 12'	4.0" OD
GREATER THAN 12' TO 18'	6.625" OD
MORE THAN 18'	8.625" OD

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not pointed by City staff shall not be construed as approval unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies where inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: Martin Gergen

2 DOUBLE SWING GATE

SCALE: NTS

STAMP: STATE OF IDAHO · JOHN D. ROTEGARD · LA - 16827 · 1/09/26 · LANDSCAPE ARCHITECT

DATE: 8/25/2025

811 Know what's below. Call before you dig. CALL AT LEAST 48 HOURS IN ADVANCE BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2026
All rights reserved. Reproduction or use in any form or by any means without the written permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description
1	12/23/25	CITY COMMENTS

FINAL PLAT DETAILS
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB

CHECKED BY: JDR

PROJECT NUMBER 23-173

SHEET: L2.03

FINAL PLAT

THE PROFESSIONAL SERVICES OF THE DESIGN PROFESSIONAL ARE INDEPENDENT AND WERE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THE DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON EXCEPT AS THE PROJECT

USER:SMCKEOWN LOCATION:Z:\PROJECTS\NUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:1/9/2026 3:16 PM



OPEN SPACE AND FENCING PLAN

SCALE: 1" = 100'-0"

SITE DEVELOPMENT FEATURES

OVERALL TOTAL ACRES	80.38 ACRES
PHASE TWO TOTAL ACRES	16.80 ACRES
TOTAL SINGLE FAMILY LOTS	88
TOTAL COMMON LOTS	18
GROSS DENSITY	5.29 DU/ACRE
AVERAGE RESIDENTIAL LOT SIZE	5,999± sf
COMMON OPEN SPACE:	159,072.76 SF / 3.65 ACRES
REQUIRED QUALIFIED OPEN SPACE %	10%
PROVIDED QUALIFIED OPEN SPACE %	21.72%

PHASE 2 - AREA LEGEND

QUALIFIED OPEN SPACE AREA (81,046.14 SF)

ADDITIONAL UNQUALIFIED COMMON LOT AREA (78,026.62 SF)

COMBINED PHASE ONE & PHASE TWO:

QUALIFIED OPEN SPACE:	266,932.55 SF (6.12 ACRES)
NON-QUALIFIED OPEN SPACE:	156,941.46 SF (3.60 ACRES)

FENCING LEGEND

6' SOLID TAN VINYL PRIVACY FENCE, SEE DETAIL 2/L2.01

6' TAN VINYL FENCE WITH 2' SCREEN, SEE DETAIL 1/L2.01

4' TWO RAIL FENCE, COLOR TBD BY OWNER, SEE DETAIL 9/L2.00

STAMP: STATE OF IDAHO — JOHN D. ROYER — LA - 16827 — 8/25/25 — REGISTERED LANDSCAPE ARCHITECT

DATE: 8/25/2025

811 Know what's below. Call before you dig. CALL AT LEAST TWO BUSINESS DAYS IN ADVANCE BEFORE YOU BEGIN EXCAVATION FOR THE LOCATION OF BURIED UNDERGROUND MEMBER UTILITIES

SOUTH BECK & BAIRD
2002 S. Vista Ave
Boise, ID 83705
208.342.2999 Office
info@sbbgeo.com
www.sbbgeo.com
South Landscape Architecture P.C.
Dba South Beck & Baird Landscape Architecture P.C.

Copyright © 2025
All rights reserved. Reproduction or use in any form or by any means without the permission of South Landscape Architecture P.C. Dba South Beck & Baird Landscape Architecture P.C. is unlawful and subject to criminal prosecution.

REVISIONS:

No.	Date	Description

PHASE 1 SPECIAL REQ PLAN
GREENMONT SUB. SOUTH #2
4812 S IDIANA AVE, CALDWELL, ID 83605

DRAWN BY: SM/JRB

CHECKED BY: JDR

PROJECT NUMBER 23-173

SHEET: L3.00

FINAL PLAT

THE PROFESSIONAL SERVICES OF THIS DESIGN PROFESSIONAL HAS UNDERTAKEN FOR AND WERE PERFORMED IN THE INTEREST OF THE CLIENT. NO CONTRACTUAL OBLIGATIONS ASSUMED BY THIS DESIGN PROFESSIONAL FOR THE BENEFIT OF ANY OTHER PERSON INVOLVED IN THE PROJECT.

USER:SMCKEEDN LOCATION:Z:\PROJECTS\HUBBLE ENGINEERING-PROVIDENCE PROPERTIES\23-173 GREENMONT SOUTH SUBDIVISION\CAD\SHEETS\23-173 LANDSCAPE PLAN FP_2.DWG PRINT DATE:8/25/2025 12:15 PM

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve the Findings of Facts and Conclusions of Law for Painted Sage No. 1 Final Plat (SFP26-000009).

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. FCO_Packet_PaintedSageNo.1 (SFP26-000009)

Caldwell Planning & Zoning Department

STAFF REPORT / FINDINGS

Consent Item | City Council | 4/20/2026

Staff Planner: Joe Dodson, Principal Planner

CASE NO(s): SFP26-000009
Project Name: Painted Sage No. 1

STAFF REVIEW SUMMARY

Staff finds the final plat **IS** compliant with all applicable codes, regulations, and policies, and is in conformance with the approved preliminary plat. Staff recommend if approved, the approvals be subject to the conditions listed in the Findings of Fact, Conclusion of Law, and Decision herein.

CITY COUNCIL DECISION

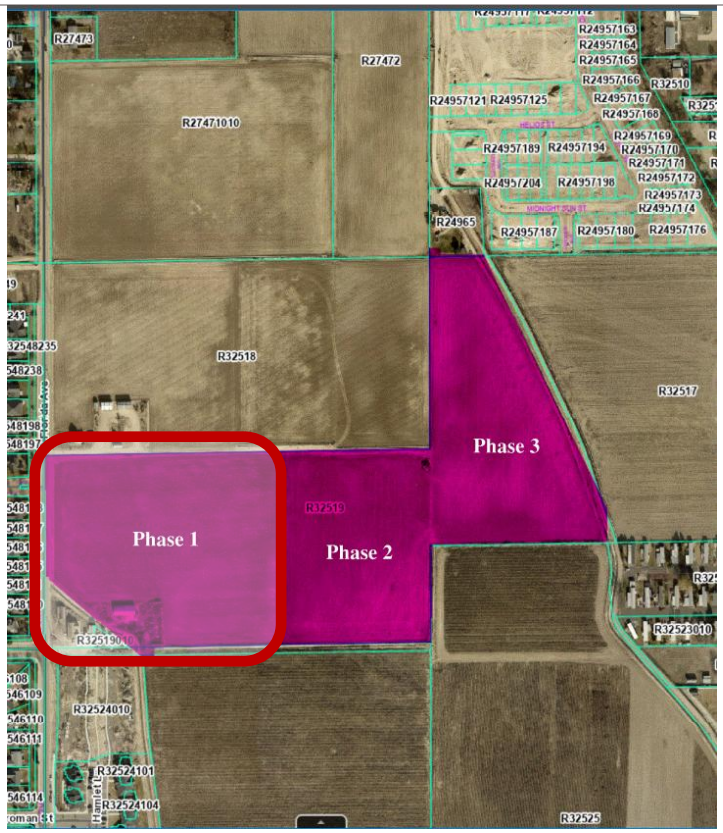
City Council DENIED/APPROVED the final plat at the 4/20/2026 City Council meeting.

PROJECT SUMMARY:

Proposed Land Use Applications:

Final Plat for Verbena Ranch Meadows No. 1, consisting of 51 detached single-family residential building lots and 12 common lots on approximately 18.97 acres in the R-1 zoning district.

Project Name:	Painted Sage No. 1
Applicant:	Focus Consulting on behalf of Hayden Homes
Property Owner:	DRP ODIN 27 LLC
Parcel ID Number(s):	R3251900000
Property or Project Size:	9.8 acres (this phase)



DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the City Council approves any application, the Council must find and conclude the proposed application is compliant with the Caldwell City Code approval criteria as listed under #11 within Section I, Findings of Facts, within this report.

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF AN APPLICATION FOR A FINAL PLAT APPROVAL FOR PAINTED SAGE SUBDIVIISON NO. 1 CONSISTING OF 26 SINGLE-FAMILY DETACHED, 32 SINGLE-FAMILY ATTACHED RESIDENTIAL BUILDING LOTS, AND 5 COMMON LOTS ON APPROXIMATELY 9.8 ACRES IN THE R-2 ZONING DISTRICT.

Property Owner: DRP ODIN 27 LLC

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Case No. SFP26-000009

I. FINDINGS OF FACTS

1.	**APPLICANT:**	Focus Consulting on behalf of Hayden Homes
2.	**PROPERTY OWNER:**	DRP ODIN 27 LLC
3.	**APPLICATION REQUEST:**	Application for final plat approval of Painted Sage Subdivision No. 1, consisting of 58 total residential building lots (26 single-family detached and 32 single-family attached) and 5 common lots on approximately 9.8 acres in the R-2 zoning district.
4.	**SITE ADDRESS AND LOCATION:**	The subject site is located on the NEC of S. Florida Ave. and Laster St., with a property address of 4901 S. Florida Avenue, described as a portion of the S ½ of the NE ¼ of Section 2, T3N, R3W, Boise Meridian, City of Caldwell, Canyon County, Idaho.
5.	**ASSESSOR PARCEL NUMBER(S):**	R3251900000
6.	**PROJECT SIZE:**	Phase 1 is approximately 9.8 acres, more or less. Remaining property is approximately 20.5 acres.
7.	**PUBLIC NOTICING:**	The Planning and Zoning Division notifies all political subdivisions providing services within the planning jurisdiction, including school districts who will be impacted by any changes that have been proposed from what was originally approved on the preliminary plat. Review of the final plat submitted determined there were no modifications proposed that would necessitate additional public agency notifications.

8. **PRELIMINARY PLAT AND DEVELOPMENT BACKGROUND AND HISTORY:**

The preliminary plat approval for Painted Sage (fka The Collections Subdivision) was approved and signed was signed by the City Council on 10/4/2022 (ANN-20-05, PUD-20-02). This is the first final plat for this preliminary plat and is therefore still a valid plat.

Since the original approval, the property has changed ownership and the new developer/home builder, Hayden Homes, has modified the plat to decrease the density within the first phase of development. This is being accomplished by reducing the number of single-family attached dwellings to no more than two (2) attached and adding single-family detached lots where none were proposed within phase 1 at the time of preliminary plat approval. Overall, the phase 1 density has decreased from 74 lots to 58 lots.

This phase consists of approximately 9.8 acres and includes 58 single-family residential lots, 26 detached and 32 single-family attached duet lots.

9. **APPLICABLE REGULATIONS AND GUIDING DOCUMENTS:**

a. City of Caldwell Zoning Ordinance No. 1451, as amended
b. City of Caldwell Subdivision Ordinance, as amended
c. Idaho Code, Title 67, Chapter 65, Local Planning Act

10. **STAFF REVIEW AND ANALYSIS:**

Residential Type	**# of Lots (Same as # of Units)**				
	PP	FP No. 1	TBD	TBD	Remaining
Single-Family Detached	67	**26**			**83**
Single-Family Attached	74	**32**			**0** – modified to not have anymore
Total Lots	141	**58**			83

Residential Type	**# of Buildings**				
	PP	FP No. 1	TBD	TBD	Remaining
Single-Family Detached	67	**26**			**83**
Single-Family Attached	74	**32**			0 – modified to not have anymore

Non-Residential					
	PP	FP No. 1	TBD	TBD	Remaining
Open Space Acreage	10.38 ac.	**3.94 ac**			6.44 ac.
Amenities Approved	Gazebos, seating areas, public pathway segment, EV parking in garages	**Gazebo w/ seating area**			Gazebo, additional seating areas, pathway segment, and sports court (phase 2)

Staff Comment: *Construction drawings (CD25-000062) and the proposed final plat have been reviewed for conformance with city codes and with the approved preliminary plat. The Planning & Zoning Division, in consultation with the Engineering Department, have determined the final plat is compliant with city code, as well as with the approved preliminary plat, including the allowed deviations outlined within Caldwell Subdivision Ordinance.*

11. **CITY COUNCIL DECISION:**

Regarding the request for a final plat approval for Painted Sage Subdivision No. 1, consisting of 58 total residential building lots (26 single-family detached and 32 single-family attached) and 5 common lots on approximately 9.8 acres in the R-2 (Community Residential) zoning district on a portion of Parcel R3251900000, located in the S ½ of the NE ¼ of Section 2, T3N, R3W, Boise Meridian, City of Caldwell, Canyon County, Idaho, the subject application was placed on the 4/20/2026 City Council consent agenda for consideration.

Based upon the information received and the record of evidence presented, the City Council voted to **APPROVE** the request for final plat approval, subject to the conditions herein. In approving the requests, the City Council concluded the following:

1. The final plat is compliant with city code; and
2. The final plat is in compliance with the approved preliminary plat.

II. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.
2. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law, and Decision.
3. The City Council is authorized to approve, approve with conditions, approve with modifications, or deny final plats in accordance with Section 11-02-03 (2) D of Caldwell City Code.
4. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, and approval criteria as specified within Caldwell City Code in making their decision.

III. CONDITIONS OF APPROVAL

NOTE: Any conditions removed by the governing body will be shown in a strikethrough.
Any conditions added by the governing body will be shown as underlined.

The approval of the application requests for (SFP26-000009), are subject to the adherence of the following conditions:

A. Site Specific Requirements:

1. Future development of the subject site shall be substantially consistent with the approved plans herein and all conditions/entitlements associated with the Painted Sage/Collections Preliminary Plat and PUD (ANN-20-05, PUD-20-02), except as modified under SPM25-000001 as outlined herein.
2. No more than 30 homes/lots may receive building permit approval prior to a Fire approved secondary access being constructed.
3. Applicant/Developer shall continue working with Planning and Zoning to ensure the adequate number and appropriate level of amenities are provided within the overall Painted Sage Subdivision to ensure compliance with PUD approvals.

B. General Requirements:

1. Development of the subject property shall be in conformance with all municipal codes, policies, standards, and regulations of the City of Caldwell, unless specifically stated otherwise in a Development Agreement or in the

Order of Decision. **NOTE:** *Failure to identify a code violation during the review of the plans DOES NOT give the applicant the right or permission to violate any codes, policies, standards and/or regulations.*

2. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
3. Any nuisances existing on the property (weeds, trash, debris, etc) shall be resolved and in compliance with city codes prior to the approval of any construction drawings and/or issuance of building permits.
4. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of that application prior to commencing any change.
5. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this application or not.
6. Fencing: Fencing must comply with Caldwell City Code Section 10-02-07.
7. Approval: This approval is for the application(s) specified herein only. Additional permits, licenses and approvals may be necessary.
8. Solid Waste Disposal: All solid waste receptacles utilized during development and/or construction shall be provided by the same company with which the City of Caldwell has an exclusive contract.
9. Business Licensing: All businesses operating within the corporate limits of the city shall obtain a business permit license prior to commencing business operations.

C. Site Design and Development Standards:

1. General: All new construction shall comply with the current dimensional standards (height and setback schedule) in effect at the time the building permit is filed, excluding any deviations approved through a planned unit development, special use permit, and/or development agreement.
2. Stormwater: Strict adherence to the "Caldwell Stormwater Management Manual", as adopted by the city council as well as any subsequent adopted updates, is required. **NOTE:** *Any modifications necessary to the original approved stormwater design where additional stormwater retention or detention facilities are required, or where the approved retention and detention facilities are required to be expanded, still requires adherence to the requirements for minimum open space, landscape buffers, lot sizes and setbacks.*

D. Engineering Department Conditions:

The following items shall be completed prior to the City Engineer signing the final plat. Said items cannot be deferred by posting a financial security:

1. Water System: The final plat cannot be signed until the water system has been constructed, pressure tested and clean water samples received.
2. Sewer System: The final plat cannot be signed until the sewer system has been constructed, pressure tested, CCTV video has been submitted and approved and interim as-builts have been approved by the Engineering Department.
3. Pressurized Irrigation System: The final plat cannot be signed until the pressure irrigation system within the public right-of-way has been constructed and pressure tested.
4. Storm Drain System: The final plat cannot be signed until the storm drain system located within the public right-of-way has been constructed, passed visual inspection, and interim as-builts have been approved by the Engineering Department.

5. All-Weather Surfaces: The final plat cannot be signed until all-weather surfaces are in place, compaction test results have been submitted and approved for roadways and emergency accesses and, if paved, core sample results have been submitted and approved.

6. Street Signs: The final plat cannot be signed until all street signs have been installed to City standards and approved.

7. Construction Security: Construction security (compliant with current City Code requirements) must be provided for all items which are not among the items listed above, and which are not yet completed before the City Engineer can sign the final plat. The City must be in agreement on a construction security amount for those improvements.

8. Final Plat Review: The final plat drawing shall be submitted to the Engineering Department for review prior requesting signatures on the final plat. Adequate review time (no less than 30 days) shall be provided by the Applicant. Final plats submitted for review must meet all State statutes and City codes, policies, and ordinances.

9. Addressing: In an effort to expedite the addressing process of the final plat, applicants shall submit electronic copies of the final plat, in both PDF and AutoCAD format, to the Engineering and Mapping departments as soon as possible.

E. Fire Department Conditions:

1. All requirements from the Fire Department for access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.

2. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place by phase at the time of submittal of applicable construction drawings for each phase.

F. Mapping Department Conditions:

1. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a "Subdivision Name Change Request", and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.

    a. Subdivision Name Change Requests; Prior to Final Plat Submission: If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

    b. Name Change Requests; Prior to Final Plat Recording: If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

    c. Name Change Requests; After Final Plat Recording: If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

2. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan. No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision

phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

G. Landscaping Specific Requirements:

1. Compliance: The applicant shall comply with all landscaping requirements based on Caldwell City Code.
2. Landscape Plan: The Landscape Plan **(Exhibit 1)** represents the approved landscape plan. Any changes to the landscape plan must be submitted to the City for review and approval prior to installation.
3. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as required by the City.
4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner, and to meet the specific requirements in the Caldwell City Code.
5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.
6. Street Landscape Buffers: The street landscape buffers shall contain a mixture of sod, trees (deciduous and evergreen), shrubs, lawn, vegetative and non-vegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

Planting Type	Minimum Size at Time Planting
Evergreen trees	6-foot height minimum
Ornamental trees	2-inch caliper minimum
Shade trees	2-inch caliper minimum
Shrubs & Perennials	10" height and/or spread minimum, depending on plant species

H. Subdivision Specific Requirements:

1. Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.
2. Subdivision Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.
3. Plat Expirations:

   Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for

the final plat.

4. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat.

I. Planned Unit Development Specific Requirements:

1. PUD Ownership: A planned unit development shall be under single ownership/control during the planning and developmental stage to ensure that the development can be accomplished in a unified manner.
2. PUD Amenities: 50% of the amenities shall be completed with the first 80% of building permits issued for the entire development. All amenities shall be completed prior to the final landscape inspection for street buffers and open space.
3. PUD Expiration: The completion of the first phase of a planned unit development shall take place within three (3) years of the signature date on the order of decision approving the planned unit development or said approval shall become null and void. For each phase after the first phase there shall be an allowed one year time frame per phase for completion. Should any phase not be completed within its one year time frame, approval on the uncompleted portion of the planned unit development shall become null and void. Exceptions to the time frames may be granted at the time of original approval of the planned unit development, provided said exceptions are requested in the initial application.

IV. ORDER OF DECISION

The Council, based upon the testimony and evidence in record in this matter and upon findings of fact and conclusions of law set forth herein DOES HEREBY DETERMINE AND DECIDE AS FOLLOWS: the request for a final plat approval for Painted Sage Subdivision No. 1, consisting of 58 total residential building lots (26 single-family detached and 32 single-family attached) and 5 common lots on approximately 9.8 acres in the R-2 (Community Residential) zoning district on a portion of Parcel R3251900000, located in the S ½ of the NE ¼ of Section 2, T3N, R3W, is **APPROVED SUBJECT TO THE CONDITIONS OF APPROVAL LISTED HEREIN.**

These Findings of Fact, Conclusions of Law and Decision are for Painted Sage Subdivision No. 1 approved and adopted by the Caldwell City Council on this date, April 20, 2026.

_____ _____

Eric Phillips, Mayor Date of Decision

ATTEST:

_____

Kristina Buchan, City Clerk
City of Caldwell

EXHIBIT 1

Application Documents

- Application
- Narrative
- Vicinity Map
- Final Plat
- Approved Preliminary Plat
- Landscape Plan

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division
Caldwell City Hall: 205 S 6th Avenue | Mail: PO Box 1179 Caldwell, ID 83606 |Phone: 208-455-3024
https://www.cityofcaldwell.org/Departments/Community-Development/Building-Safety-Division
Robin Collins, PCED, CBO | Community Development Director & Building Official

Master Land Use Application

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided, prescreening passed, and fees paid for an application to be considered complete and accepted.

Hearing dates and codes utilized for review are based on the date is "complete and accepted".

Failure to submit all requested items (in legible form) may delay the processing of your application.

APPLICATION LEGEND:

* = Public hearing(s) required
** = May require public hearing
*** = City Council consent agenda
All others are considered Administrative Staff Level Reviews

I. Application Requests (check all that apply)

- ☐ Admin Director Determination
- ☐ Administrative Development Review[2]
- ☐ Alternative Method of Compliance
- ☐ Annexation w/Zoning*
- ☐ Business License (Permit)
- ☐ Certificate of Appropriateness*
- ☐ Comprehensive Plan (Map) Amendment*
- ☐ Comprehensive Plan (Text) Amendment*
- ☐ Deannexation*
- ☐ Design Review**
- ☐ Development Agreement (New)*
- ☐ Development Agreement (Modification)**
- ☐ Development Agreement (Termination)*
- ☐ Home Occupation Permit (New)
- ☐ Home Occupation Permit (Renewal)
- ☐ Lot Line / Boundary Line Adjustment
- ☐ Lot Split (Administrative)
- ☐ Lot Split (Simple)
- ☐ Manufactured Home Community*
- ☐ Mobile Food Unit (Individual)
- ☐ Mobile Food Unit Park / Court
- ☐ Modification to Conditions of Approval**
- ☐ Outdoor Dining Permit
- ☐ Parcel Consolidation
- ☐ Performance Bonding
- ☐ Planned Unit Development (New)*
- ☐ Planned Unit Development (Modification)**
- ☐ Public Art / Mural
- ☐ Rezone* (Zoning Map Amendment)
- ☐ Signs[1]
- ☐ Special Use Permit (New)*
- ☐ Special Use Permit (Modification)**
- ☐ Subdivision (Prelim) Plat*
- ☑ Subdivision (Final) Plat***
- ☐ Subdivision (Short) Plat*
- ☐ Subdivision Plat Modification**
- ☐ Subdivision Plat (Time Extension)
- ☐ Subdivision Plat (Renewal)
- ☐ Temporary Use Permit
- ☐ Traffic Impact Study Review
- ☐ Vacation (Easement)*
- ☐ Vacation (Plat Note) *
- ☐ Vacation (ROW) *
- ☐ Variance*
- ☐ Zoning Ordinance Text Amendment*

Footnotes:

[1]Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

[2] Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules indicate the requirement for Administrative Development Review.

II. General Project / Site Information

Project or Development Name: *(for business licensing, use business name)*	Painted Sage Phase 1
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	4703 S FLORIDA AVE, CALDWELL, ID
Suite #s:	
Parcel #s:	R3251900000
Total Acres:	30.31
Prior Use of Property:	Residential
Proposed Use of Property:	Residential

Current Zoning of Subject Parcel(s): *(check all that apply)*

☐ RS-1	☐ C-1	☐ M-1	☐ D-CC	☐ A-D	☐ Property in County
☐ RS-2	☐ C-2	☐ M-2	☐ C-CB	☐ C-D	
☐ -1	☐ C-3	☐ I-P	☐ T-N	☐ H-D	List County Designation:
☑ R-2	☐ C-4			☐ P-D	
☐ R-3	☐ H-C				

Proposed Zoning of Subject Parcel(s): *(check all that apply)*	☑ No Change ☐ RS-1 ☐ RS-2 ☐ R-1 ☐ R-2 ☐ R-3	☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ H-C	☐ M-1 ☐ M-2 ☐ I-P		☐ D-CC ☐ C-CB ☐ T-N	☐ A-D ☐ C-D ☐ H-D ☐ P-D

Select the Overlay District for the Subject Parcel(s): *(check all that apply)*	☑ Not in Overlay Zone ☐ APO-1 ☐ APO-2	☐ ED-1	☐ FP-1	☐ HD-1 ☐ HD-2 ☐ HD-3	☐ SO-1 ☐ SO-2 ☐ SO-3	☐ UD-1 ☐ UD-2 ☐ UD-3

City of Caldwell Comprehensive Plan Designation of Subject Parcel(s): *(check all that apply)*	☐ Neighborhood 1 ☑ Neighborhood 2 ☐ Neighborhood 3 ☐ Urban Neighborhood	☐ Downtown ☐ Mixed Use Center ☐ Community Center ☐ Special Purpose

Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?

☐ Yes ☑ No

III. Applicant Information

Note: If applicant is an LLC, proof of authorized signer will be required from the Secretary of State.

Name:	FOCUS CONSULTING
Company Name: *(if applicable)*	
Mailing Address:	1001 N Rosario St, Meridian, ID 84642

Phone:	208-974-0075	**Email:**	gmartin@focus-es.com

Email Address:	gmartin@focus-es.com

Applicants Relationship to Property Owner:	☐ Property Owner ☑ Authorized Agent/Representative ☐ Purchaser ☐ Petitioner *(vacation requests only)*

IV. Property Owners' Information *(if different from applicant)*

Name:	Hayden Homes Idaho LLC
Mailing Address:	1020 N. Hickory Avenue, STE 100
Phone:	208-972-4649
Email:	sabrina.minshall@hayden-homes.com

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VI. Architect Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	FOCUS CONSULTING
Company Name: *(if applicable)*	
Mailing Address:	1001 N ROSARIO ST SUITE 100 MERIDIAN, ID 83642

Phone:	208-974-0075	**Email:**	CHALL@FOCUS-ES.COM

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	FOCUS CONSULTING
Company Name: *(if applicable)*	
Mailing Address:	6949 S. HIGH TECH DRIVE SUITE 200 MIDVALE, UT 84047

Phone:	801-352-0075	**Email:**	MHILL@FOCUS-ES.COM

IX. Applicant Acknowledgement

☑ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application; and

☑ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and

☑ I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and

☑ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

Grace Martin — Applicant / Applicant's Representative Printed Name

02/04/2026 — Date

Grace Martin — Applicant / Applicant's Representative Signature

City of Caldwell
Planning & Zoning Department
621 Cleveland Blvd., Caldwell, ID 83605 | PZ@cityofcaldwell.org | 208-455-3021

FINAL PLAT CHECKLIST

Upon receipt of this application, staff will review the project to confirm that all pre-requisite application type(s) have been submitted, reviewed, and approved. The following items must be submitted for the application to be considered complete.

- *Final plat applications may be submitted concurrently with the submission of civil construction drawings.*
- *Final plat applications are submitted to the Planning and Zoning Department.*
- *Civil construction drawings are submitted to the Engineering Department.*

1. FORMAT AND GENERAL INFORMATION REQUIRED

Applicant	Description	Staff
☒	Caldwell Master Development Application	☐
☒	If the signatory on this application is not the owner of the property, an original notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application is required.	☐
☒	Associated Fee(s): as listed on the Development Review Fee Schedule	☐
☒	A completed copy of this checklist (check each box)	☐
☒	Provide a copy of a current title report, or warranty deed for the subject property	☐
☒	Provide a project narrative addressing any conditions of approval or changes from the approved preliminary plat.	☐
☒	One (1) full size copy of the approved preliminary plat (pdf format).	☐
☐ incl. ☐ n/a	One (1) full size copy of an amended preliminary plat in pdf format (if changes from the approved preliminary plat are being proposed)	☐
☒	One (1) full size copy of the final plat (pdf format)	☐
☐	One (1) georeferenced ArcMap-compatible file, such as a zipped shapefile, of the final plat shall be submitted with construction drawings to the engineering department.	☐
☐	The final plat drawing(s) shall be submitted in digital form using .dwg drawing file format and shall be spatially referenced to the Idaho state plane coordinate system - west zone, North American datum (NAD) 83.	☐
☒	One (1) copy of the final plat shall be a reproducible Mylar copy, suitable for blue line reproduction, and shall be submitted to the engineering department.	☐

☒	Provide a copy of the Order of Decision for the preliminary plat	☐
☐ incl. ☐ n/a	Provide a copy of the Development Agreement (if applicable)	☐
☒	General formatting: The final plat shall be drawn to an accurate scale having not more than one hundred feet to an inch (100' = 1") and shall be in a high-resolution format that is clear and legible. All final plats to be offered for recording shall be in accordance with Idaho Code title 50, chapter 13, and city code.	☐
☒	All final plat sheets shall be 24" x 36" with an appropriate, readable scale.	☐
☒	Orient plat so that north is to the top or left-hand side of sheet.	☐
☒	Provide north arrow, graphic scale, and written scale.	☐
☒	Provide a vicinity map in the same orientation of plat showing subject property.	☐

2. FINAL PLAT REQUIRED CONTENT

Applicant	Description	Staff
☒	Designate a title block in the lower, right-hand corner of the plat document. The title block shall contain the name of the subdivision and its location by number, section, township, range and county, date of preparation, and plat type.	☐
☒	Surveyor Information: Plat shall contain the name, address and official seal of the professional land surveyor preparing and stamping the plat.	☐
☒	Include the number of lots for each residential, commercial, and/or industrial type land use; the number of common open space lots; acreage; and the number of dwelling units for each type.	☐
☒	Plat shall include a statement in accordance with Idaho Code section 50-1334 as to the water system being utilized.	☐
☒	For multiple page plats, indicate the sheet number for each page of the plat as: Sheet [#] of [Total #].	☐
☒	Boundaries of the tract to be subdivided fully balanced and closed, showing all bearings and distances, determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.	☐
☒	Any excepted parcel(s) within the plat boundaries shall show all bearings and distances, determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.	☐
☒	Location and description of cardinal points to which all dimensions, angles, bearings, and similar data on the plat shall be referenced.	☐
☒	Reference by dimension and bearing to a combination of two (2) section corners, quarter section corners, or recorded monuments.	☐
☒	Provide a legend for all abbreviations, graphic symbols, and line types used.	☐

Applicant	Description	Staff
☒	Name, right of way lines, courses; lengths and widths of all public streets, pathways, and utility easements; all linear curves for street centerlines and property lines shall include the following information: (A) Radii. (B) Central angle. (C) Arc length. (D) Points of tangency. (E) Long chord, length and bearing.	☐
☒	All proposed easements for access provided for public services, utilities, or public pathways, and any limitations of the easements, as well as dimensions, bearings, widths, and use indicated. Any existing recorded easements on the subject property shall also be shown with use, width, dimensions, bearings and applicable instrument numbers.	☐
☒	All lots shall be numbered by consecutive numbers throughout the plat. "Exceptions" or areas not designated as a lot shall be so designated, lettered or named and clearly dimensioned. Both square footage and acreage of every lot within the subdivision shall be noted.	☐
☒	Location, dimensions, bearings, radii, arcs and central angles of all sites to be dedicated to the public shall be clearly indicated and the intended use specified.	☐
☒	Certification and signature by the professional land surveyor preparing said plat certifying to the accuracy of the survey and plat and that the monuments described in it have been located as described.	☐
☒	Certification, acknowledgment, and signature by the owner including dedication of all streets, rights of way and any sites for public use, and granting of any existing or proposed easements, including acknowledgment of such.	☐
☒	Certification and signature of the county surveyor verifying that the accuracy of the plat complies with the requirements of Idaho Code.	☐
☒	Signature block for city engineer verifying that final plat complies with Idaho Code, title 50 and with city code.	☐
☒	Signature block for city clerk verifying council approval of said final plat.	☐
☒	Certification and signature of the health department verifying approval of sewer and water facilities as required by Idaho Code, title 50, chapter 13.	☐
☒	Certification of county treasurer as required by Idaho Code, title 50, chapter 13.	☐

3. SITE DATA

Applicant	Description	Staff
☒	Complete the data table below.	☐

Total Acreage of Site:	9.8	Total Acreage of Any Out-Parcels:	20.51
Residential / Multi-Family Information:			
Total # of Lots:	63	Total # of Dwelling Units:	
# of Residential Lots	58	# of Single-Family (detached or townhomes):	
# of Common Lots	5	# of Duplex Dwelling Units:	
Total Acreage of Common Lots:	±2	# of Triplex Dwelling Units:	
Minimum Lot Size:	0.05 acres / 2225 sqft	# of 4-, 5-, or Six Family Dwelling Units:	
Maximum Lot Size:	1.2 acres / 52632 sqft	# of Multi-Family Dwelling Units:	
Average Lot Size:	0.09 acres / 3905 sqft	Dwelling Units per Gross Acre:	
Minimum Street Frontage:		Minimum Lot Width:	
Commercial / Industrial Information:			
# of Commercial Lots:	0	Total Gross Square Feet of Commercial Buildings:	
# of Industrial Lots:	0	Total Gross Square Feet of Industrial Buildings:	

APPLICANT ACKNOWLEDGMENT

By signing below, I acknowledge:

☒ All items on the checklist are included in the submittal package.

☒ All documents are single sided and high-resolution.

☒ All submittal information included within the checklist and the application are, to the best of my knowledge, complete and accurate.

☒ I am aware that my civil construction drawings WILL NOT be approved until all outstanding items have been addressed and the final plat has been heard by City Council.

Grace Martin
Printed Name

02/05/2026
Date



Signature

The applicant is the:

☐ Property Owner

☒ Property Owner's Agent/Representative

1001 N. Rosario Street Suite 100
Meridian, ID 83642
P (208) 974-0075

Jan 30, 2026

Project: Painted Sage Subdivision Phase 1
Location: NE corner of Laster Ln. and S. Florida Ave located in Caldwell, Idaho

This is a narrative addressing any conditions of approval from the approved preliminary.

Development has complied with the requirements of the City Engineering Department as listed in Case File Exhibit PA2 as amended.

Description of any changes between the original and proposed preliminary plat:
All easements for public utilities follow the provided standards to facilitate future maintenance operations of utilities.

All appropriate easements for emergency access, transmission line and/or other utilities shall be clearly indicated, with recorded instrument numbers provided for said easements, on the construction drawings.

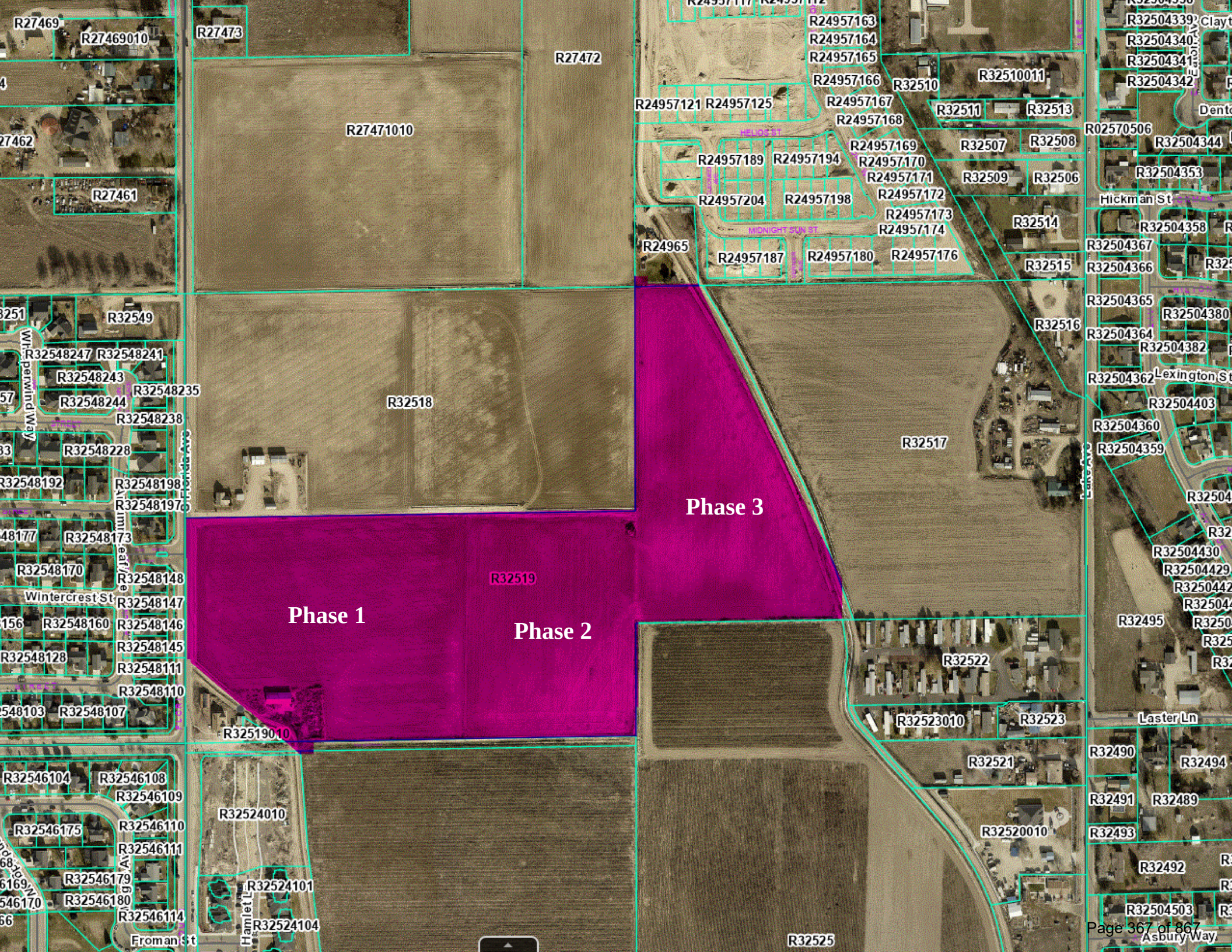
Any note, item or drawing element on the plats, construction drawings, engineering drawings, and/or design drawings related to the property inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed and granted by City Council.

A note has been placed on the final plat indicating that all rights of way are to be dedicated to the public.

The development is utilizing cluster mailboxes for delivery of mail. Coordination with the United States Postal Services is happening synchronically as first final submittal.

All access restrictions are noted on the final plat.

Sincerely,
FOCUS Engineering & Surveying


Phase 1
Phase 2
Phase 3
R32519
R32519010
R27469
R27469010
R27473
R27472
R27471010
R27462
R27461
R24957163
R24957164
R24957165
R24957166
R24957167
R24957168
R24957169
R24957170
R24957171
R24957172
R24957173
R24957174
R24957121
R24957125
R24957189
R24957194
R24957204
R24957198
R24965
R24957187
R24957180
R24957176
R32510
R32510011
R32511
R32513
R32507
R32508
R32509
R32506
R32514
R32515
R32516
R32517
R32518
R32549
R32548247
R32548241
R32548243
R32548235
R32548244
R32548238
R32548228
R32548192
R32548198
R32548197
R32548173
R32548170
R32548148
R32548147
R32548160
R32548146
R32548145
R32548128
R32548111
R32548110
R32548107
R32546104
R32546108
R32546109
R32546110
R32546175
R32546111
R32546179
R32546180
R32546114
R32524010
R32524101
R32524104
R32522
R32523010
R32523
R32521
R32520010
R32525
R32495
R32490
R32494
R32491
R32489
R32493
R32492
R32504503
R02570506
R32504344
R32504353
R32504358
R32504367
R32504366
R32504365
R32504380
R32504364
R32504382
R32504362
R32504403
R32504360
R32504359
R32504430
R32504429
R32504442
R32504
R32504339
R32504340
R32504341
R32504342
Clayton Ln
Dento
Hickman St
Lexington St
Laster Ln
Asbury Way
Wintercrest St
Froman St
Hamlet Ln
Whisperwind Way
Primrose Way
Palmetto Pearl Ave
Lake Ave
HELIOS ST
MIDNIGHT SUN ST

FINAL PLAT

PAINTED SAGE SUBDIVISION NO. 1

LOCATION: A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN
CITY OF CALDWELL, CANYON COUNTY, IDAHO
2025

LEGEND

- BOUNDARY
- SECTION LINE
- RIGHT OF WAY
- CENTERLINE
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (CALCULATED)
- SET 5/8" REBAR AND PLASTIC CAP, MARKED "FOCUS ENGINEERING PLS 3271644"
- SET 1/2" REBAR AND PLASTIC CAP, MARKED "FOCUS PLS 3271644"
- X - X BLOCK # - LOT #
- CALCULATED POINT

NOTES

1. A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE, AND IRRIGATION EASEMENT IS HEREBY DESIGNATED ALONG ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY, ALONG SUBDIVISION BOUNDARY AND ALONG ALL REAR LOT LINES.
2. ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY EASEMENTS.
3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THAT TIME.
4. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS AT THE TIME OF RESUBDIVISION, OR AS ALLOWED BY THE CURRENT ZONING AND REGULATIONS SET FORTH BY THE CITY OF CALDWELL OR AS APPROVED BY THE CITY OF CALDWELL THROUGH PUD-20-02. *SETBACKS NOT SHOWN FOR CLARITY*
5. THE AVAILABILITY OF BUILDING PERMITS FOR THIS DEVELOPMENT MAY BE LIMITED PURSUANT TO CALDWELL CITY CODE SECTION 11-02-06(1)(I) WHICH LIMITS THE NUMBER OF BUILDING PERMITS THAT MAY BE ISSUED PRIOR TO FINAL COMPLETION OF THE DEVELOPMENT. APPLICANT SHALL DISCLOSE TO LOT PURCHASERS WHETHER THE ISSUANCE OF BUILDING PERMITS IS IN FACT RESTRICTED BY CALDWELL CITY CODE SECTION 11-02-06(1)(I) AND LOT PURCHASERS ARE ENCOURAGED TO CONTACT CALDWELL CITY BUILDING DEPARTMENT PRIOR TO CLOSING.
6. THIS DEVELOPMENT RECOGNIZES IDAHO CODE, TITLE 22, CHAPTER 45 RIGHT TO FARM, SECTION 22-4503, WHICH STATES "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED, THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER NUISANCE FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
7. THIS DEVELOPMENT IS SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R'S) THAT PERTAIN TO THIS DEVELOPMENT, TO BE FILED AND RECORDED IN THE OFFICE OF THE RECORDER, CANYON COUNTY.
8. LOTS 1 & 13 OF BLOCK 1, LOT 8 OF BLOCK 2, LOT 9 OF BLOCK 3 AND LOT 9 OF BLOCK 4 ARE COMMON LOTS WHICH SHALL BE OWNED AND MAINTAINED BY THE PAINTED SAGE HOMEOWNERS ASSOCIATION (HOA), AND ARE SUBJECT TO A BLANKET EASEMENT FOR PUBLIC UTILITIES, PROPERTY DRAINAGE, LANDSCAPING AND IRRIGATION.
9. DIRECT LOT ACCESS TO S FLORIDA AVE AND LASTER ST IS PROHIBITED UNLESS SPECIFICALLY ALLOWED BY THE CITY OF CALDWELL.
10. LOT 8 OF BLOCK 2 CONTAINS A 30' WIDE EASEMENT, IN FAVOR OF PIONEER IRRIGATION DISTRICT, FOR PURPOSES OF ACCESS, OPERATION, MAINTENANCE AND REPLACEMENT OF THE 25.1 LATERAL. SAID EASEMENT SHALL REMAIN FREE OF ALL OBSTRUCTIONS, INCLUDING, WITHOUT LIMITATION, FENCES, PATHWAYS, LANDSCAPING, AND OTHER IMPROVEMENTS, UNLESS SPECIFICALLY APPROVED BY PIONEER IRRIGATION DISTRICT, OR ITS SUCCESSORS, IN WRITING. SAID EASEMENT IS FURTHER SUBJECT TO THE TERMS, CONDITIONS, AND RESTRICTIONS SET FORTH IN THE LICENSE AGREEMENT FOR PAINTED SAGE SUBDIVISION, INSTRUMENT NUMBER _____, RECORDS OF CANYON COUNTY, IDAHO.

SURVEYOR'S NARRATIVE

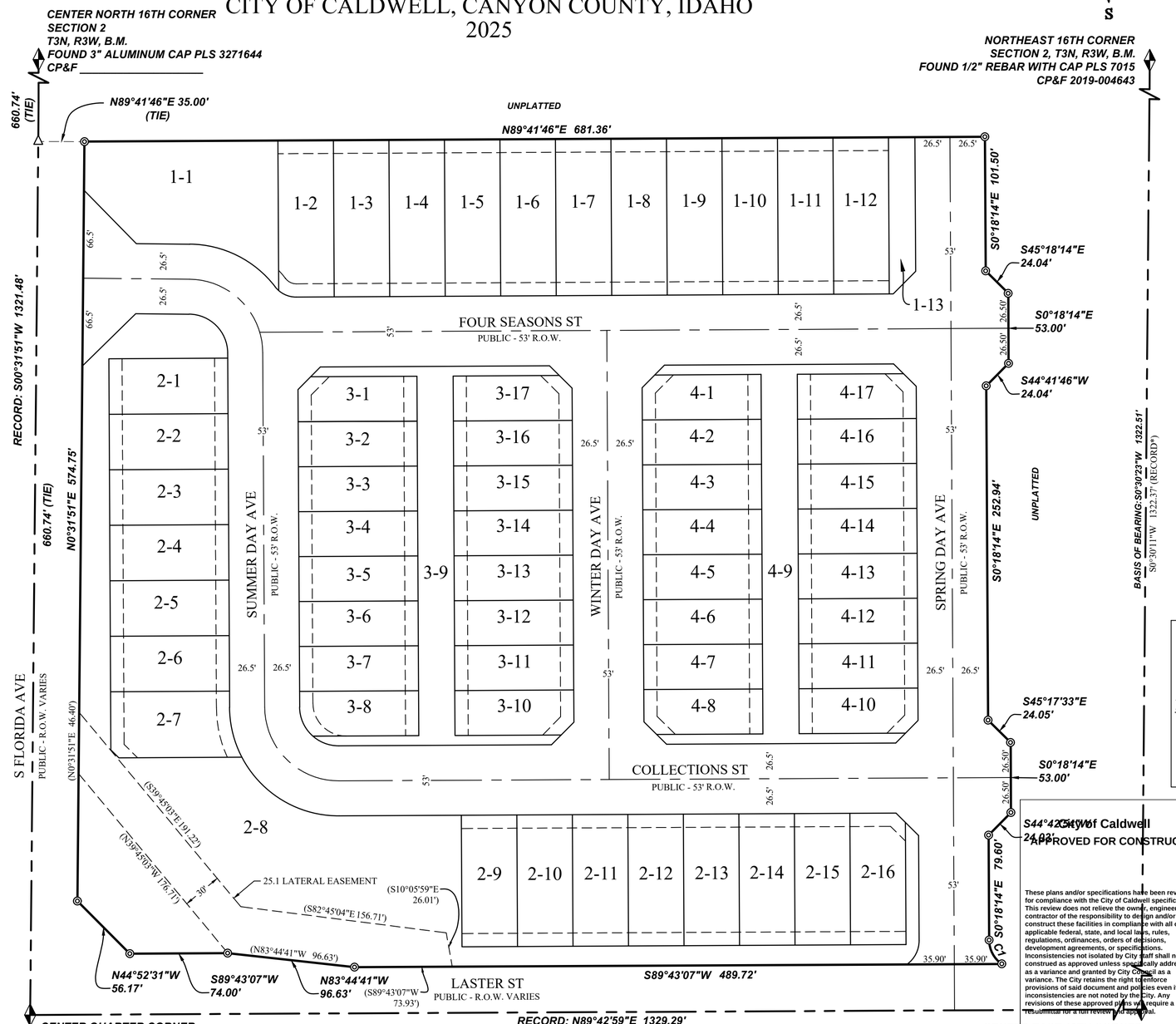
THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE PROPERTY SHOWN HEREON. TWO CONTROLLING MONUMENTS ALONG S FLORIDA AVE WERE NOT FOUND DUE TO RECENT ROAD CONSTRUCTION, AND THEIR CALCULATED POSITIONS, AS DERIVED FROM RECORD OF SURVEY INST. NO. 2007-054491, ARE SHOWN HEREON. ORIGINAL CONTROLLING MONUMENTS WERE RECOVERED AND HELD FOR BOUNDARY ESTABLISHMENT. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON.

THE BASIS OF BEARING IS S00°30'23"W FROM THE NORTH EAST 16TH CORNER TO THE CENTER EAST 16TH CORNER OF SECTION 2, T3N, R3W, B.M..

THE FOLLOWING DOCUMENTS WERE REVIEWED AND/OR UTILIZED IN THE PREPARATION OF THIS SURVEY, ALL LOCATED WITHIN CANYON COUNTY:

1. PLAT OF FOUR SEASONS #1, INST. NO. 2004-64412, BOOK 35, PAGE 20
2. PLAT OF FOUR SEASONS #2, INST. NO. 2005-73056, BOOK 36, PAGE 45
3. PLAT OF UPLAND PARK ADDITION, INST. NO. 19061027, BOOK 2, PAGE 28
4. PLAT OF OBENDORF SUBDIVISION, INST. NO. 754984, BOOK 14, PAGE 19
5. PLAT OF THE VILLAGE CONDOMINIUMS NO. 1, INST. NO. 2025-001835, BOOK 58, PAGE 24
6. WARRANTY DEED INST. NO. 2025-026934, TE AMO RAPIDO LLC
7. WARRANTY DEED INST. NO. 2007-073927, CITY OF CALDWELL
8. ORDER OF ESTATE INST. NO. 2005-77168, BEVERLY WHITE
9. WARRANTY DEED INST. NO. 2012-000749, ALVIN POWELL
10. RECORD OF SURVEY FOR CTD-ALVIN POWELL, INST. NO. 2007-054491
11. RECORD OF SURVEY FOR PEGGY AXELSEN, INST. NO. 2003-056028
12. RECORD OF SURVEY FOR JEREMY HIBBERT, INST. NO. 2019-008598

FOCUS©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Boundary Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	22.00'	54°46'16"	21.03'	S27°58'43"E	20.24'

Book_____Page_____

PROFESSIONAL LAND SURVEYOR
LICENSED
3271644
STATE OF IDAHO
TRENTON SMITH

CANYON COUNTY RECORDERS OFFICE PLACEHOLDER:

THIS SPACE IS RESERVED FOR THE RECORDING OF THE DOCUMENT, AND THIS BLOCK NEEDS TO FIT SOMEWHERE ON THE FIRST SHEET OF THE SURVEY

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a re-submittal for a full review of the plans.

REVISION BLOCK		
#	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		

Scale: 1"=60'	Drawn: MLW
Date: 02/26/2026	Job #: 25-5069
Sheet: C2	

V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\Final Plat\25-5069 final plat phase 1.dwg

FINAL PLAT

PAINTED SAGE SUBDIVISION NO. 1

LEGEND

- BOUNDARY
- SECTION LINE
- RIGHT OF WAY
- CENTERLINE
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (CALCULATED)
- SET 5/8" REBAR AND PLASTIC CAP, MARKED "FOCUS ENGINEERING PLS 3271644"
- SET 1/2" REBAR AND PLASTIC CAP, MARKED "FOCUS PLS 3271644"
- X - X BLOCK # - LOT #
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C2	56.00'	73°00'40"	71.36'	S52°57'49"E	66.63'
C3	56.00'	89°09'55"	87.15'	N44°53'11"W	78.62'
C4	56.00'	16°09'15"	15.79'	S08°22'51"E	15.74'
C5	56.00'	89°58'39"	87.94'	N45°17'33"W	79.18'
C6	82.50'	51°53'19"	74.71'	S63°31'29"E	72.19'
C7	20.00'	11°07'57"	3.89'	S43°08'48"E	3.88'
C8	20.00'	52°43'24"	18.40'	S63°56'32"E	17.76'
C9	20.00'	41°35'28"	14.52'	S69°30'30"E	14.20'

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C10	29.50'	48°34'50"	25.01'	S24°35'39"E	24.27'
C11	29.50'	89°58'39"	46.33'	S45°17'33"E	41.71'
C12	29.50'	41°23'48"	21.31'	S69°34'58"E	20.85'
C13	29.50'	89°09'55"	45.91'	S44°53'11"E	41.41'
C14	82.50'	27°10'48"	39.14'	S13°53'38"E	38.77'
C15	82.50'	89°58'39"	129.56'	N45°17'33"W	116.65'
C16	82.50'	62°47'51"	90.42'	S58°52'57"E	85.96'
C17	22.00'	55°03'35"	21.14'	N27°13'36"E	20.34'

Line Table		
LINE	DIRECTION	LENGTH
L1	S44°41'46"W	13.62'
L2	S44°41'46"W	10.42'
L3	S45°18'14"E	10.50'
L4	S45°18'14"E	13.54'
L5	S44°41'46"W	13.54'
L6	S44°41'46"W	10.50'
L7	S45°18'14"E	10.50'
L8	S45°18'14"E	13.54'
L9	N44°42'27"E	13.44'
L10	N44°42'27"E	10.60'
L11	S45°17'33"E	10.49'
L12	S45°17'33"E	13.55'
L13	N44°42'27"E	13.59'
L14	N44°42'27"E	10.45'
L15	S45°17'33"E	14.04'
L16	S45°17'33"E	10.00'
L17	S44°41'46"W	24.04'
L18	S45°18'14"E	24.04'
L19	S44°41'46"W	24.04'
L20	S45°18'14"E	24.04'
L21	N44°42'27"E	24.04'
L22	S45°17'33"E	24.04'
L23	S45°17'33"E	24.04'

N

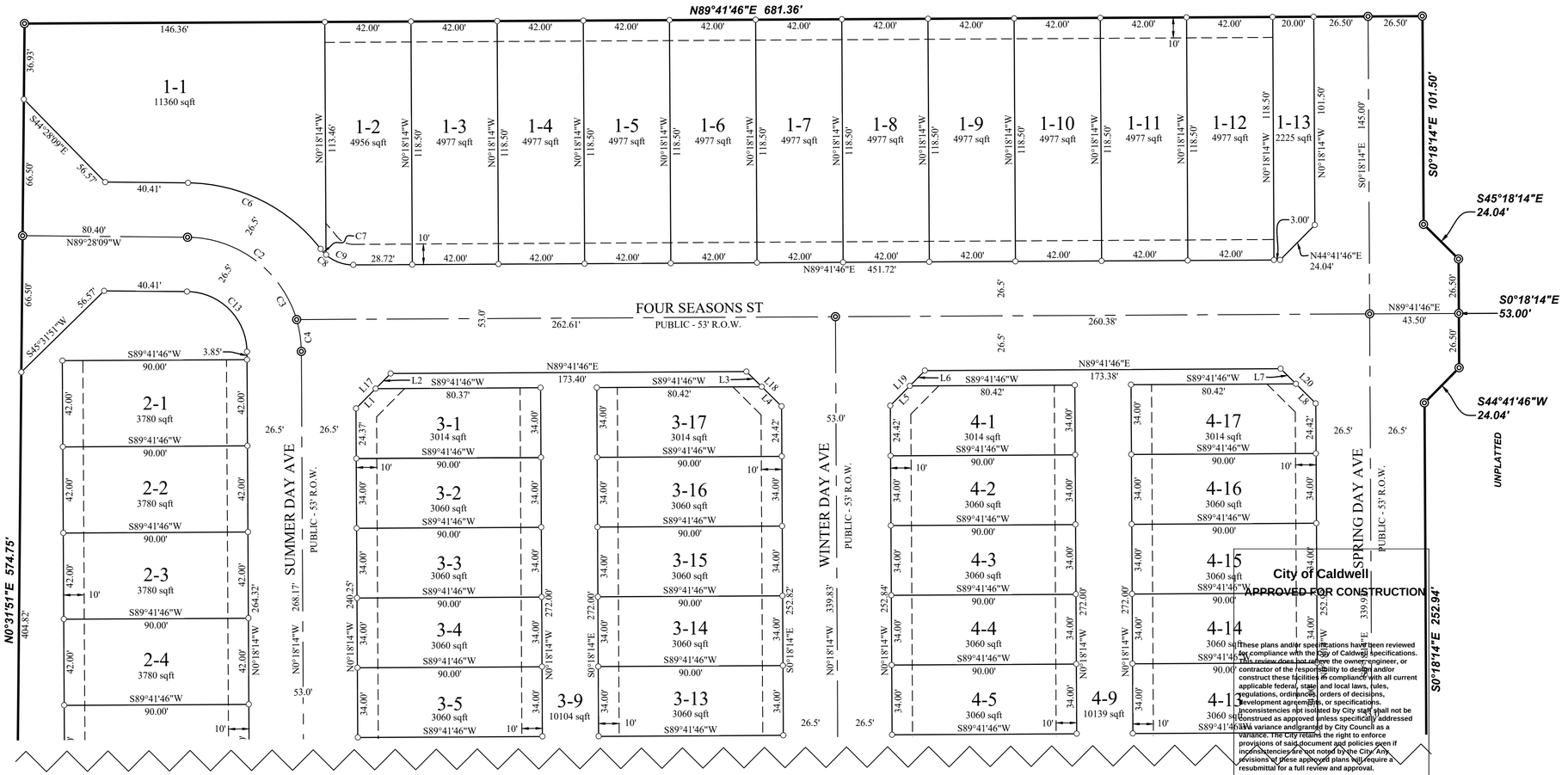
S

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

PROFESSIONAL LAND SURVEYOR LICENSED 3271644 STATE OF IDAHO TRENTON SMITH



City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed via variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted to the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: Martin Gergen

FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

Scale:	1"=40'	Drawn:	MLW
Date:		Job #:	25-5069
Sheet:	C2.1		

Book_____Page_____

V:_2025\25-5069 Painted Sage\design\25-5069\dwg\sheets\Final Plat\25-5069 final plat phase 1.dwg

FINAL PLAT

PAINTED SAGE SUBDIVISION NO. 1

LEGEND

- BOUNDARY
- SECTION LINE
- RIGHT OF WAY
- CENTERLINE
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (CALCULATED)
- SET 5/8" REBAR AND PLASTIC CAP, MARKED "FOCUS ENGINEERING PLS 3271644"
- SET 1/2" REBAR AND PLASTIC CAP, MARKED "FOCUS PLS 3271644"
- X - X BLOCK # - LOT #
- CALCULATED POINT

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C2	56.00'	73°00'40"	71.36'	S52°57'49"E	66.63'
C3	56.00'	89°09'55"	87.15'	N44°53'11"W	78.62'
C4	56.00'	16°09'15"	15.79'	S08°22'51"E	15.74'
C5	56.00'	89°58'39"	87.94'	N45°17'33"W	79.18'
C6	82.50'	51°53'19"	74.71'	S63°31'29"E	72.19'
C7	20.00'	11°07'57"	3.89'	S43°08'48"E	3.88'
C8	20.00'	52°43'24"	18.40'	S63°56'32"E	17.76'
C9	20.00'	41°35'28"	14.52'	S69°30'30"E	14.20'

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C10	29.50'	48°34'50"	25.01'	S24°35'39"E	24.27'
C11	29.50'	89°58'39"	46.33'	S45°17'33"E	41.71'
C12	29.50'	41°23'48"	21.31'	S69°34'58"E	20.85'
C13	29.50'	89°09'55"	45.91'	S44°53'11"E	41.41'
C14	82.50'	27°10'48"	39.14'	S13°53'38"E	38.77'
C15	82.50'	89°58'39"	129.56'	N45°17'33"W	116.65'
C16	82.50'	62°47'51"	90.42'	S58°52'57"E	85.96'
C17	22.00'	55°03'35"	21.14'	N27°13'36"E	20.34'

Line Table		
LINE	DIRECTION	LENGTH
L1	S44°41'46"W	13.62'
L2	S44°41'46"W	10.42'
L3	S45°18'14"E	10.50'
L4	S45°18'14"E	13.54'
L5	S44°41'46"W	13.54'
L6	S44°41'46"W	10.50'
L7	S45°18'14"E	10.50'
L8	S45°18'14"E	13.54'
L9	N44°42'27"E	13.44'
L10	N44°42'27"E	10.60'
L11	S45°17'33"E	10.49'
L12	S45°17'33"E	13.55'
L13	N44°42'27"E	13.59'
L14	N44°42'27"E	10.45'
L15	S45°17'33"E	14.04'
L16	S45°17'33"E	10.00'
L17	S44°41'46"W	24.04'
L18	S45°18'14"E	24.04'
L19	S44°41'46"W	24.04'
L20	S45°18'14"E	24.04'
L21	N44°42'27"E	24.04'
L22	S45°17'33"E	24.04'
L23	S45°17'33"E	24.04'

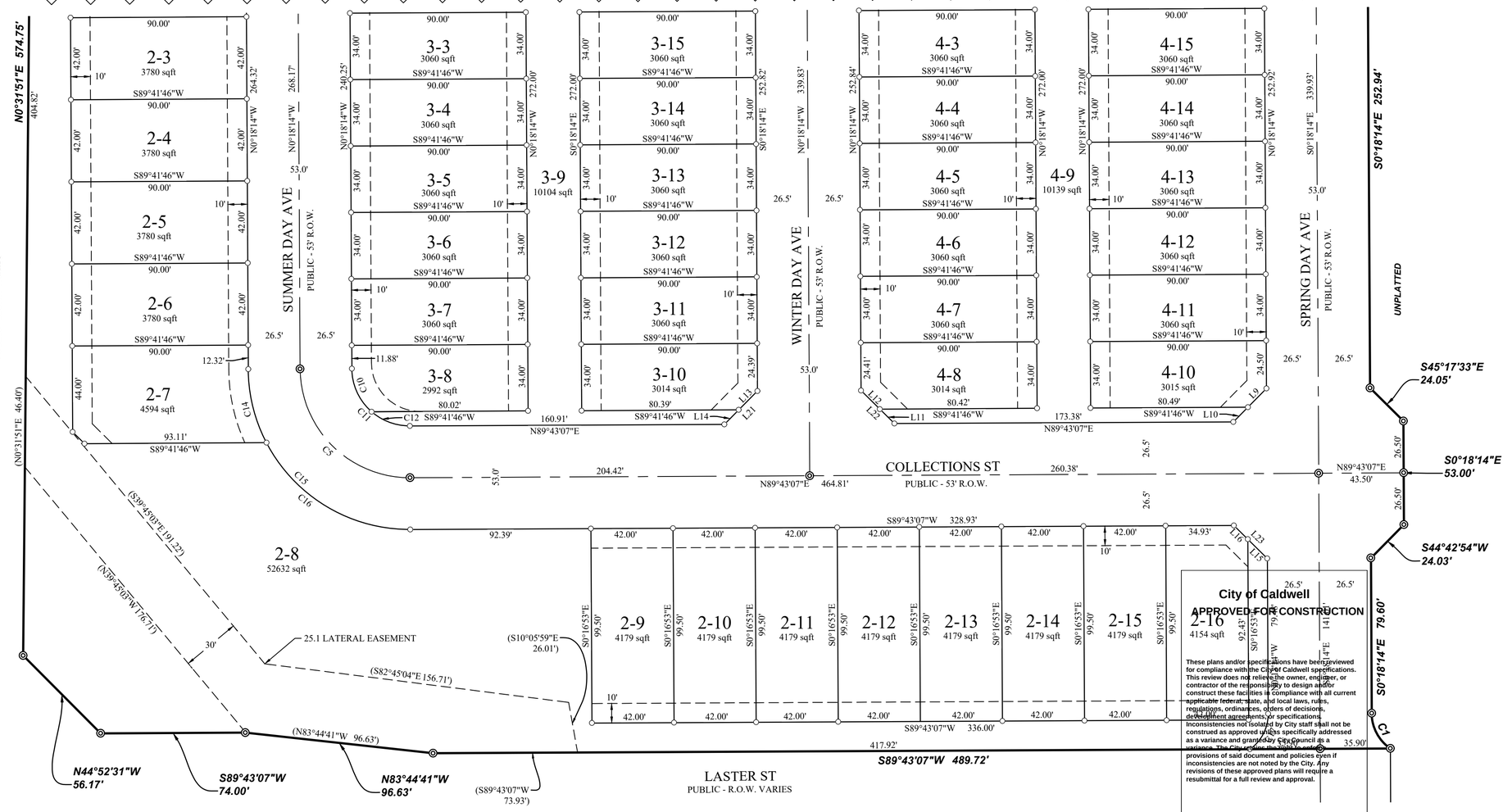


GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

SEE SHEET 2



City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: Martin Gergen

Boundary Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	22.00'	54°46'16"	21.03'	S27°58'43"E	20.24'

FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

Book_____Page_____

Scale:	1"=40'	Drawn:	MLW
Date:		Job #:	25-5069
Sheet:	C2.2		

V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\Final Plat\25-5069 final plat phase 1.dwg

FINAL PLAT

PAINTED SAGE SUBDIVISION NO. 1

CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, LOCATED IN NAMPA, CANYON COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST, BOISE MERIDIAN, FROM WHICH THE CENTER NORTH SIXTEENTH CORNER OF SAID SECTION 2 BEARS S0°31'51"W 1321.48 FEET, THENCE N00°31'51"E 660.74 FEET ALONG THE WESTERLY QUARTER SECTION LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2 TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE N89°41'46"E 35.00 FEET ALONG THE NORTHERLY LINE OF SAID SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOUTH FLORIDA AVENUE, SAID POINT BEING THE POINT OF BEGINNING;
THENCE CONTINUING N89°41'46"E ALONG SAID NORTHERLY LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 FOR A DISTANCE OF 681.36 FEET;
THENCE S00°18'14"E 101.50 FEET;
THENCE S45°18'14"E 24.04 FEET;
THENCE S00°18'14"E 53.00 FEET;
THENCE S44°41'46"W 24.04 FEET;
THENCE S00°18'14"E 252.94 FEET;
THENCE S45°17'33"E 24.05 FEET;
THENCE S00°18'14"E 53.00 FEET;
THENCE S44°42'54"W 24.03 FEET;
THENCE S00°18'14"E 79.60 FEET;
THENCE SOUTHEASTERLY ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET A DISTANCE OF 21.03 FEET THROUGH A CENTRAL ANGLE OF 54°46'16" CHORD: S27°58'43"E 20.24 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF LASTER STREET;
THENCE CONTINUING ALONG SAID LASTER STREET RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:
(1) S89°43'07"W 489.72 FEET;
(2) N83°44'41"W 96.63 FEET;
(3) S89°43'07"W 74.00 FEET;
(4) N44°52'31"W 56.17 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF SOUTH FLORIDA AVE;
THENCE ALONG SAID RIGHT-OF-WAY N00°31'51"E 574.75 FEET TO THE POINT OF BEGINNING.

CONTAINS: 9.85 ACRES+/-

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT, AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

PUBLIC STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC.

WATER SYSTEM CERTIFICATION, IDAHO CODE 50-1334

ALL OF THE LOTS IN THE PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXTENSION OF THE CITY OF CALDWELL MUNICIPAL WATER SYSTEM, AND THE EXISTING DISTRIBUTION SYSTEM HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS IN THE SUBDIVISION.

IRRIGATION NOTICE, IDAHO CODE 31-3805

IRRIGATION WATER HAS BEEN PROVIDED FROM PIONEER IRRIGATION DISTRICT, IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM PIONEER IRRIGATION DISTRICT.

_____
JASON HORNE

HAYDEN HOMES IDAHO, LLC

_____
DATE

ACKNOWLEDGEMENT

STATE OF IDAHO }
SS.
COUNTY OF _____ }

ON THIS _____ DAY OF _____, IN THE YEAR OF 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JASON HORNE, WHO HAS BEEN KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF HAYDEN HOMES IDAHO, THE IDAHO LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID L.L.C. AND ACKNOWLEDGED TO ME THAT SUCH L.L.C. EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL THE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC, STATE OF IDAHO
RESIDING IN_____
MY COMMISSION EXPIRES _____

CERTIFICATE OF SURVEYOR

I, TRENTON D. SMITH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE OWNER'S CERTIFICATE AND THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS, SURVEYS, AND THE CORNER PERPETUATION FILING ACT, 55-1601 THROUGH 55-1612.

_____ _____
TRENTON D. SMITH DATE
P.L.S. LICENSE NO. 3271644

PROFESSIONAL LAND SURVEYOR
LICENSED
3271644
STATE OF IDAHO
TRENTON SMITH

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: Martin Gergen

Book_____Page_____

FOCUS ©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

Scale: N.T.S.	Drawn: MLW
Date: 02/26/2026	Job #: 25-5069
Sheet: C2.4	

V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\Final Plat\25-5069 final plat phase 1.dwg

FINAL PLAT

PAINTED SAGE SUBDIVISION NO. 1

PROFESSIONAL LAND SURVEYOR
LICENSED
3271644
STATE OF IDAHO
TRENTON SMITH

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON A REVIEW BY A QUALIFIED LICENSED PROFESSIONAL ENGINEER (QLPE) REPRESENTING CITY OF CALDWELL PUBLIC WORKS AND THE QLPE APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. BUYER IS CAUTIONED THAT AT THE TIME OF THIS APPROVAL, NO DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER EXTENSIONS OR SEWER EXTENSIONS HAVE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED.

SOUTHWEST DISTRICT HEALTH DEPARTMENT _____ DATE _____

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____, 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK, CALDWELL, IDAHO _____ DATE _____

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR IN AND FOR CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CANYON COUNTY SURVEYOR _____ DATE _____

PLS _____

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF CANYON, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

CANYON COUNTY TREASURER _____ DATE _____

APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF CALDWELL, CANYON COUNTY, IDAHO, HEREBY APPROVE THE FOREGOING PLAT.

CITY ENGINEER, CALDWELL, IDAHO _____ DATE _____

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

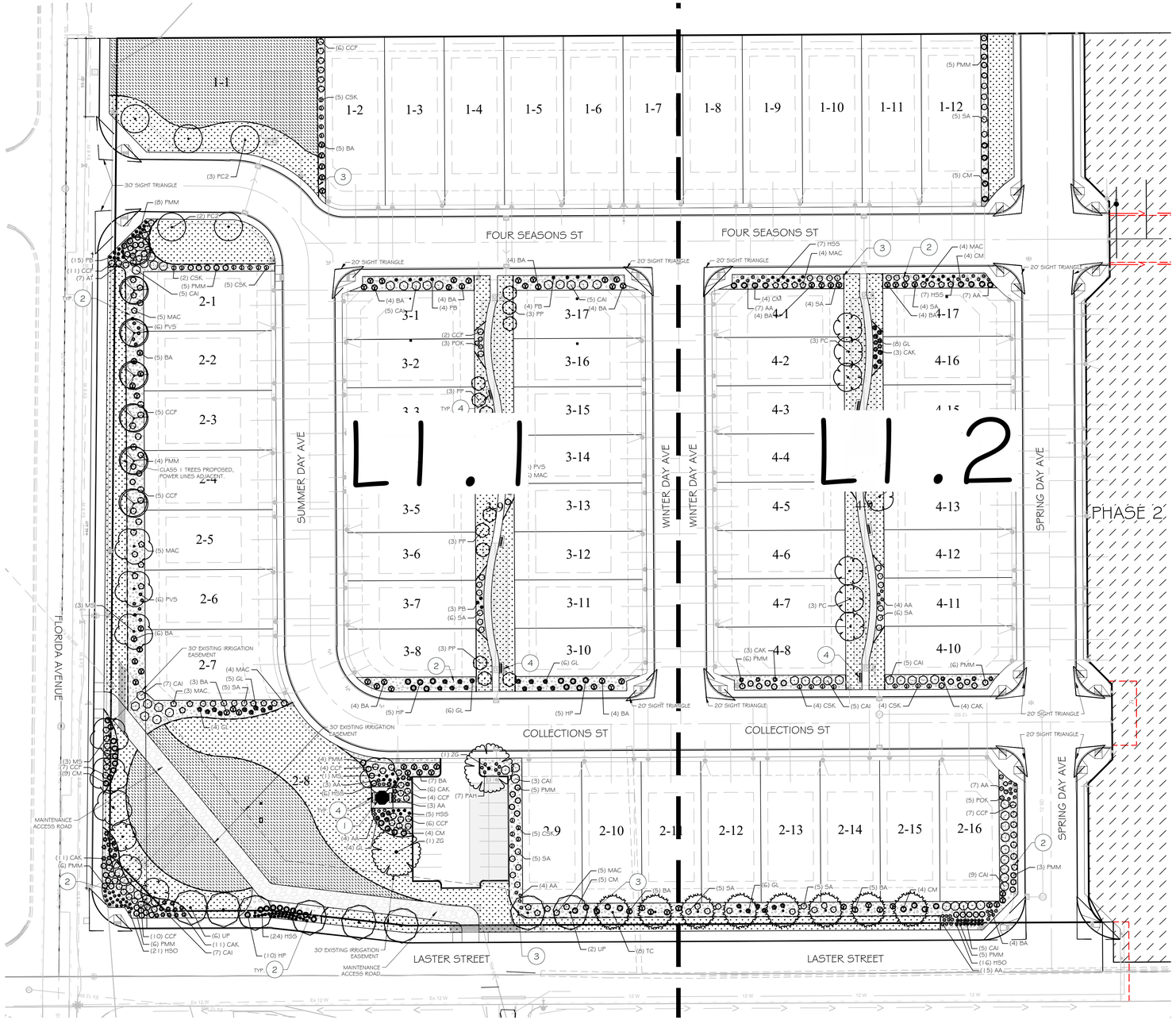
Name: **Martin Gergen**

FOCUS©
ENGINEERING AND SURVEYING, LLC
1001 NORTH ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642 PH: (208) 974-0075
www.focus-es.com

Book_____Page_____

Scale: N.T.S.	Drawn: MLW
Date:	Job #: 25-5069
Sheet: C2.5	

V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\Final Plat\25-5069 final plat phase 1.dwg



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
TREES						
	AT	Acer tataricum	Tatarian Maple	2" Cal.	7	CLASS 1
	MS	Malus 'Spring Snow'	Spring Snow Crabapple	2" Cal.	7	CLASS 1
	PC	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	2" Cal.	12	CLASS 1
	PP	Pyrus calleryana `Capital`	Capital Flowering Pear	2" Cal.	12	CLASS 1
	PC2	Pyrus calleryana `Chanticleer`	Chanticleer Flowering Pear	2" Cal.	5	CLASS 1
	TC	Tilia cordata	Littleleaf Linden	2" Cal.	8	CLASS 2
	UP	Ulmus parvifolia	Lacebark Elm	2" Cal.	8	CLASS 2
	ZG	Zelkova serrata `Green Vase`	Green Vase Sawleaf Zelkova	2" Cal.	2	CLASS 2
SHRUBS						
	BA	Berberis thunbergii 'Aurea Nana'	Golden Dwarf Japanese Barberry	3 gal.	72	
	CCF	Caryopteris x clandonensis `Blue Mist`	Blue Mist Spirea	3 gal.	67	
	CM	Chamaebatiana millefolium	Fernbush	3 gal.	41	
	CAI	Cornus alba `Bailhalo` TM	Ivory Halo Dogwood	3 gal.	56	
	CSK	Cornus sencea `Kelseyi`	Kelsey`s Dwarf Red Twig Dogwood	3 gal.	25	
	HP	Hesperaloe parviflora	Red Yucca	3 gal.	20	
	MAC	Mahonia aquifolium `Compacta`	Compact Oregon Grape	3 gal.	36	
	PMM	Pinus mugo 'Mops'	Mops Mugo Pine	3 gal.	63	
	SA	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	3 gal.	45	
ORNAMENTAL GRASSES						
	CAK	Calamagrostis x acutiflora `Karl Foerster`	Karl Foerster Feather Reed Grass	1 gal.	38	
	HSS	Helictotrichon sempervirens `Sapphire`	Sapphire Blue Oat Grass	1 gal.	49	
	PVS	Panicum virgatum `Shenandoah`	Shenandoah Switch Grass	1 gal.	16	
	PAH	Pennisetum alopecuroides `Hameln`	Hameln Fountain Grass	1 gal.	7	
	POK	Pennisetum alopecuroides `Karley Rose`	Karley Rose Fountain Grass	1 gal.	8	
	PB	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	1 gal.	29	
PERENNIALS						
	AA	Achillea millefolium 'Appleblossom'	Apple Blossom Common Yarrow	1 gal.	54	
	GL	Guara lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	1 gal.	39	
	HSO	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	1 gal.	37	

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY
GROUND COVERS					
	NR	NATIVE GRASS SEED MIX		seed	19,370 sf
	RTF	Turf Sod	Ryzomatious Tall Fescue	sod	39,894 sf

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY
	1	GAZEBO, TYP.	
	2	RIVER ROCK	25,970 sf
	3	STEEL EDGING	2,040 lf
	4	METAL BENCH, TYP.	

LANDSCAPE TABLE

ITEM	AMOUNT	%
TOTAL LANDSCAPE AREA	85,234 SQ.FT.	100%
SHRUB BEDS WITH ROCK MULCH	25,970 SQ.FT.	30%
LAWN (TURF GRASS)	39,894 SQ.FT.	47%
NATIVE GRASS (NON-IRRIGATED)	19,370 SQ.FT.	23%

STREET BUFFER

FLORIDA AVENUE		REQUIRED	PROVIDED
* 1 TREE PER 35 LF & 1 SHRUB PER 4 LF			
STREET TREES	502 LF/ 35=	15 TREES	15
SHRUBS	502 LF/ 4=	126 SHRUBS	126
TURF SOD		20%-50% MAX.	50%

LASTER STREET		REQUIRED	PROVIDED
* 1 TREE PER 35 LF & 1 SHRUB PER 4 LF			
STREET TREES	600 LF/ 35=	17 TREES	17
SHRUBS	600 LF/ 4=	150 SHRUBS	150
TURF SOD		20%-50% MAX.	50%

*STREET FRONTAGE MEASUREMENT OF LINEAR FEET EXCLUDES SIGHT TRIANGLES AND ENTRY DRIVES.

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: Martin Gergen

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

Know what's below. Call 811 before you dig.

FOCUS CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-cs.com

THOMAS M. ROMNEY — STATE OF IDAHO — LA-8571066 — 04-02-2026 — LICENSED LANDSCAPE ARCHITECT

PAINTED SAGE SUBDIVISION NO. 1
CALDWELL, ID
LANDSCAPE PLAN

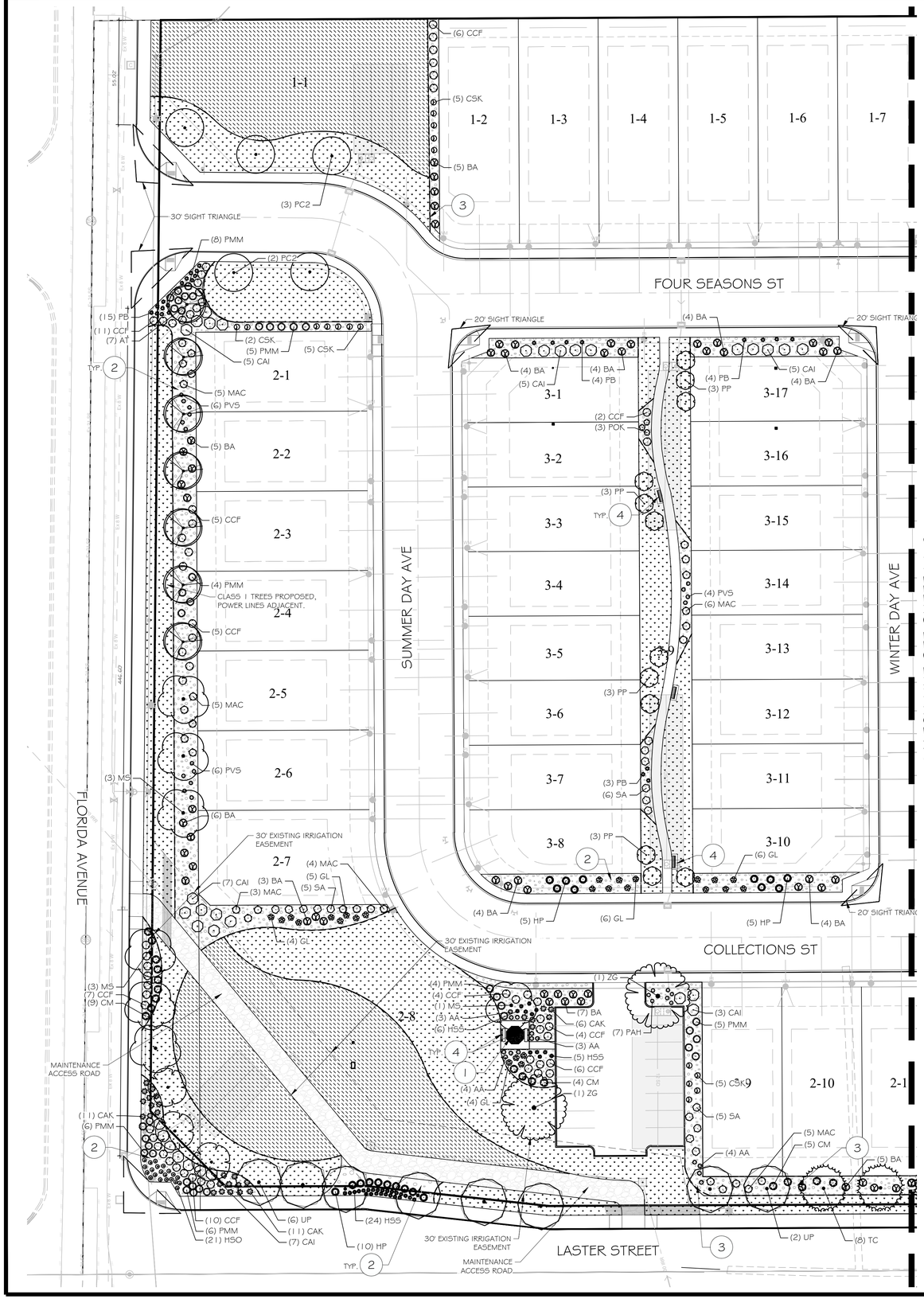
REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

LANDSCAPE PLAN

Scale:	1"=40'	Drawn:	MH
Date:	04/02/26	Job #:	25-5069
Sheet:	L1.0		

V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\L1.0-L1 XXX LANDSCAPE PLAN.dwg



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	REMARKS
TREES				
	AT	Acer tatancum	Tatarian Maple	CLASS 1
	MS	Malus 'Spring Snow'	Spring Snow Crabapple	CLASS 1
	PC	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	CLASS 1
	PP	Pyrus calleryana `Capital`	Capital Flowering Pear	CLASS 1
	PC2	Pyrus calleryana `Chanticleer`	Chanticleer Flowering Pear	CLASS 1
	TC	Tilia cordata	Littleleaf Linden	CLASS 2
	UP	Ulmus parvifolia	Lacebark Elm	CLASS 2
	ZG	Zelkova serrata `Green Vase`	Green Vase Sawleaf Zelkova	CLASS 2
SHRUBS				
	BA	Berberis thunbergii 'Aurea Nana'	Golden Dwarf Japanese Barberry	
	CCF	Caryoptens x clandonensis `Blue Mist`	Blue Mist Spirea	
	CM	Chamaebatiana millefolium	Fernbush	
	CAI	Cornus alba `Bailhalo` TM	Ivory Halo Dogwood	
	CSK	Cornus sencea `Kelseyi`	Kelsey`s Dwarf Red Twig Dogwood	
	HP	Hesperaloe parviflora	Red Yucca	
	MAC	Mahonia aquifolium `Compacta`	Compact Oregon Grape	
	PMM	Pinus mugo 'Mops'	Mops Mugo Pine	
	SA	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	
ORNAMENTAL GRASSES				
	CAK	Calamagrostis x acutiflora `Karl Foerster`	Karl Foerster Feather Reed Grass	
	HSS	Helictotrichon sempervirens `Sapphire`	Sapphire Blue Oat Grass	
	PVS	Panicum virgatum `Shenandoah`	Shenandoah Switch Grass	
	PAH	Pennisetum alopecuroides `Hameln`	Hameln Fountain Grass	
	POK	Pennisetum alopecuroides `Karley Rose`	Karley Rose Fountain Grass	
	PB	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	
PERENNIALS				
	AA	Achillea millefolium 'Appleblossom'	Apple Blossom Common Yarrow	
	GL	Guara lindheimen 'Whirling Butterflies'	Whirling Butterflies Gaura	
	HSO	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
GROUND COVERS			
	NR	NATIVE GRASS SEED MIX	
	RTF	Turf Sod	Ryzomatious Tall Fescue

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION
	1	GAZEBO, TYP.
	2	RIVER ROCK
	3	STEEL EDGING
	4	METAL BENCH, TYP.

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of any responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: Martin Gergen
(IN) 1 inch = 30 ft.

GRAPHIC SCALE
30 0 15 30 60 120

Know what's below. Call 811 before you dig.

FOCUS© CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

STATE OF IDAHO
THOMAS M. ROMNEY
LA-8571066
LICENSED LANDSCAPE ARCHITECT
04-02-2026

PAINTED SAGE SUBDIVISION NO. 1
CALDWELL, ID
LANDSCAPE PLAN

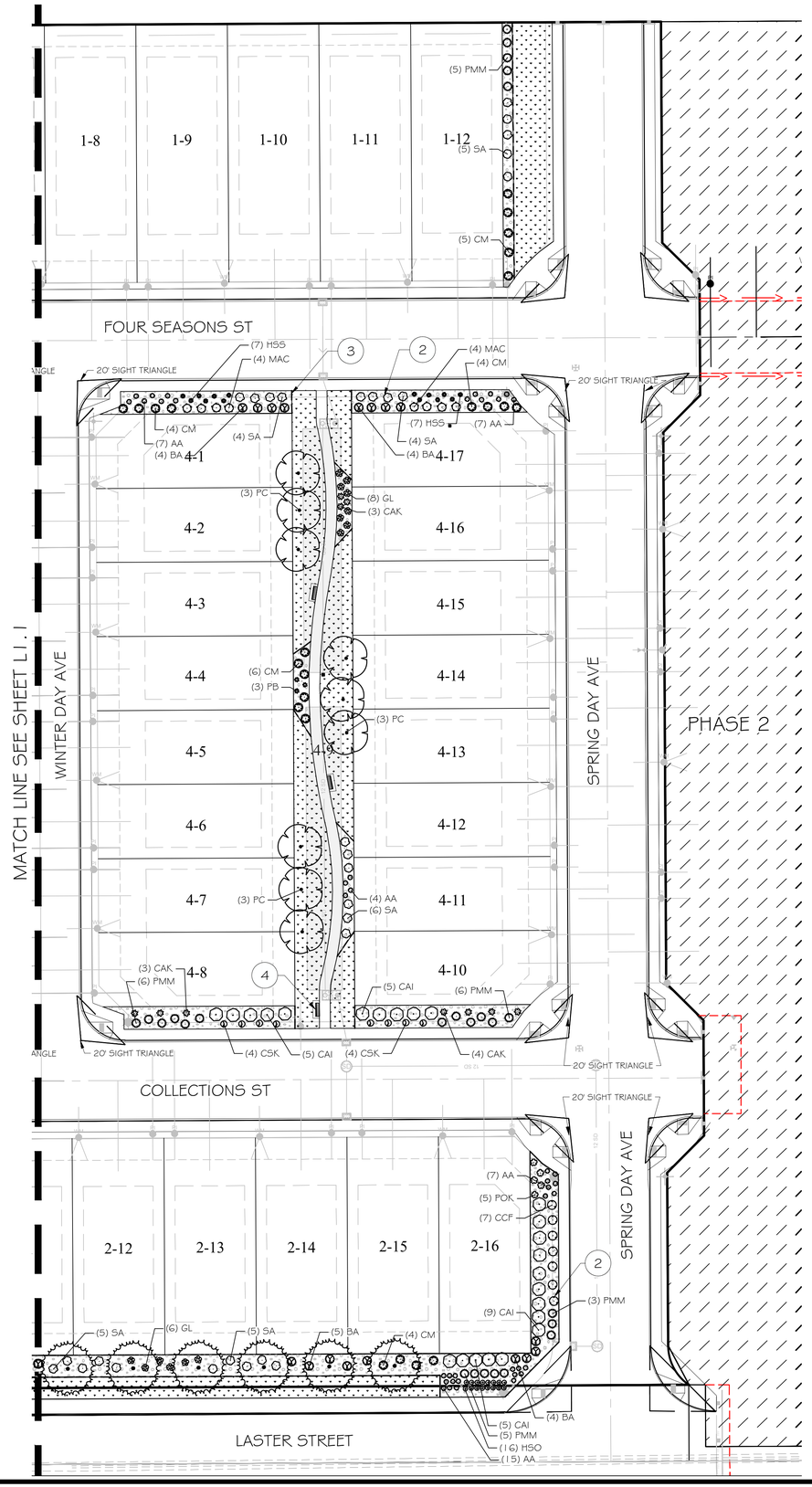
REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

LANDSCAPE PLAN

Scale:	1"=30'	Drawn:	MH
Date:	04/02/26	Job #:	25-5069
Sheet:	L1.1		

V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\L1.0-L1.XXX LANDSCAPE PLAN.dwg



PLANT SCHEDULE

	CODE	BOTANICAL NAME	COMMON NAME	REMARKS
TREES				
	AT	Acer tataricum	Tatarian Maple	CLASS 1
	MS	Malus 'Spring Snow'	Spring Snow Crabapple	CLASS 1
	PC	Prunus virginiana 'Canada Red'	Canada Red Chokecherry	CLASS 1
	PP	Pyrus calleryana `Capital`	Capital Flowering Pear	CLASS 1
	PC2	Pyrus calleryana `Chanticleer`	Chanticleer Flowering Pear	CLASS 1
	TC	Tilia cordata	Littleleaf Linden	CLASS 2
	UP	Ulmus parvifolia	Lacebark Elm	CLASS 2
	ZG	Zelkova serrata `Green Vase`	Green Vase Sawleaf Zelkova	CLASS 2
SHRUBS				
	BA	Berberis thunbergii 'Aurea Nana'	Golden Dwarf Japanese Barberry	
	CCF	Caryoptens x clandonensis `Blue Mist`	Blue Mist Spirea	
	CM	Chamaebatiana millefolium	Fernbush	
	CAI	Cornus alba `Bailhalo` TM	Ivory Halo Dogwood	
	CSK	Cornus sencea `Kelseyi`	Kelsey`s Dwarf Red Twig Dogwood	
	HP	Hesperaloe parviflora	Red Yucca	
	MAC	Mahonia aquifolium `Compacta`	Compact Oregon Grape	
	PMM	Pinus mugo 'Mops'	Mops Mugo Pine	
	SA	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	
ORNAMENTAL GRASSES				
	CAK	Calamagrostis x acutiflora `Karl Foerster`	Karl Foerster Feather Reed Grass	
	HSS	Helictotrichon sempervirens `Sapphire`	Sapphire Blue Oat Grass	
	PVS	Panicum virgatum `Shenandoah`	Shenandoah Switch Grass	
	PAH	Pennisetum alopecuroides `Hameln`	Hameln Fountain Grass	
	POK	Pennisetum alopecuroides `Karley Rose`	Karley Rose Fountain Grass	
	PB	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	
PERENNIALS				
	AA	Achillea millefolium 'Appleblossom'	Apple Blossom Common Yarrow	
	GL	Guara lindheimeri 'Whirling Butterflies'	Whirling Butterflies Gaura	
	HSO	Hemerocallis x `Stella de Oro`	Stella de Oro Daylily	

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
GROUND COVERS			
	NR	NATIVE GRASS SEED MIX	
	RTF	Turf Sod	Ryzomatious Tall Fescue

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION
	1	GAZEBO, TYP.
	2	RIVER ROCK
	3	STEEL EDGING
	4	METAL BENCH, TYP.

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

N

S

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

Know what's **below.** Call 811 **before you dig.**

FOCUS © CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-es.com

STATE OF IDAHO
THOMAS M. ROMNEY
LA-8571066
04-02-2026
LICENSED LANDSCAPE ARCHITECT

PAINTED SAGE SUBDIVISION NO. 1
CALDWELL, ID
LANDSCAPE PLAN

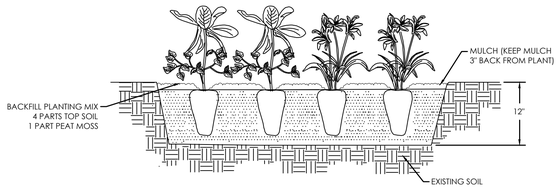
REVISION BLOCK

#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

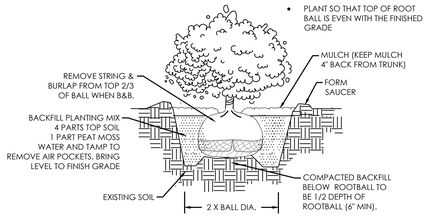
LANDSCAPE PLAN

Scale:	1"=30'	Drawn:	MH
Date:	04/02/26	Job #:	25-5069
Sheet:	L1.2		

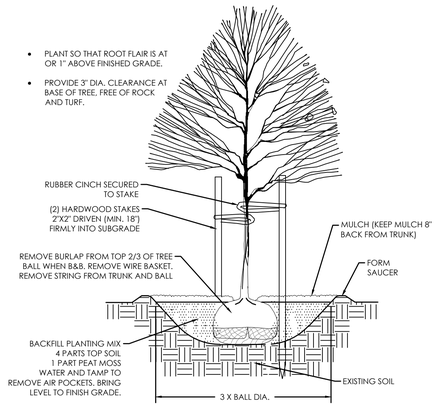
V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\L1.0-L1.XXX LANDSCAPE PLAN.dwg



A PERENNIAL PLANTING
NOT TO SCALE



B SHRUB PLANTING
NOT TO SCALE



C TREE PLANTING & STAKING
NOT TO SCALE

City of Caldwell
APPROVED FOR CONSTRUCTION

These plans and/or specifications have been reviewed for compliance with the City of Caldwell specifications. This review does not relieve the owner, engineer, or contractor of the responsibility to design and/or construct these facilities in compliance with all current applicable federal, state, and local laws, rules, regulations, ordinances, orders of decisions, development agreements, or specifications. Inconsistencies not isolated by City staff shall not be construed as approved unless specifically addressed as a variance and granted by City Council as a variance. The City retains the right to enforce provisions of said document and policies even if inconsistencies are not noted by the City. Any revisions of these approved plans will require a resubmittal for a full review and approval.

Name: **Martin Gergen**

811 Know what's below. Call 811 before you dig.

FOCUS©
CONSULTING
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focus-cc.com

STATE OF IDAHO
THOMAS M. ROMNEY
LA-8571066
04-02-2026
LICENSED LANDSCAPE ARCHITECT

PAINTED SAGE SUBDIVISION NO. 1
CALDWELL, ID
LANDSCAPE DETAILS

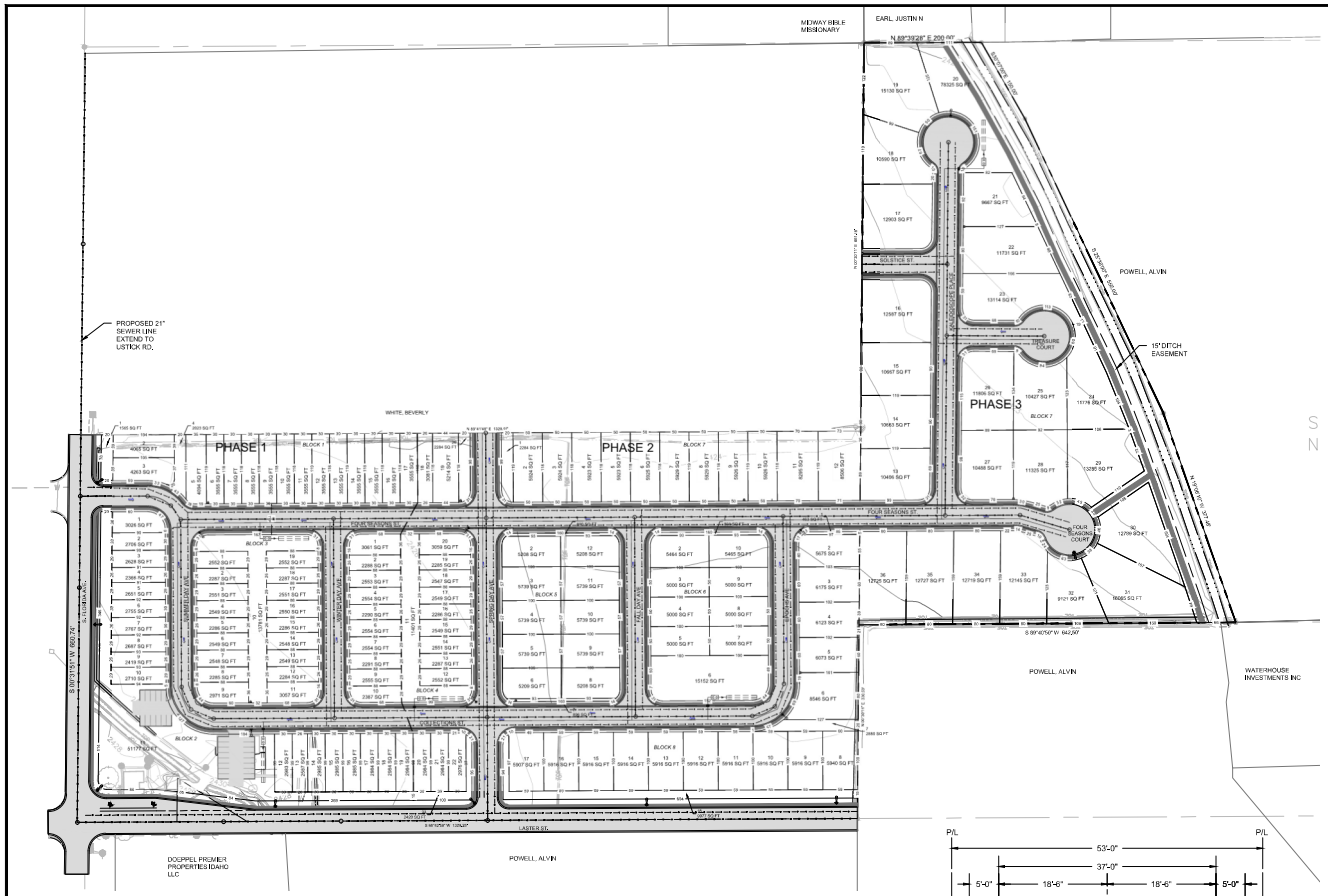
REVISION BLOCK

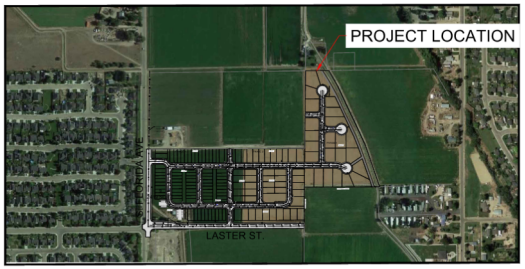
#	DATE	DESCRIPTION
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

LANDSCAPE DETAILS

Scale:	Drawn: MH
Date: 04/02/26	Job #: 25-5069
Sheet: L1.3	

V:_2025\25-5069 Painted Sage\design 25-5069\dwg\sheets\L1.0-L1.XXX LANDSCAPE PLAN.dwg





VICINITY MAP

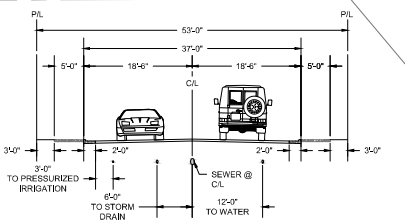
SCALE: 1:1000

PRELIMINARY DEVELOPMENT FEATURES

PARCEL NO's:		R3251900000 R3251901000	SETBACKS:	
ADDRESSES:		4901 S FLORIDA AVE 4903 S FLORIDA AVE CALDWELL, ID	SINGLE FAMILY FRONT: BACK: SIDE:	 20' 15' 6'
ZONING:	EXISTING: PROPOSED:	AGRICULTURAL R-2	TOWN HOMES FRONT: BACK: SIDE: SIDE STREET:	 20' 15' 0' 10'
PROPERTY SIZE:		30.31 AC		
TOTAL LOTS:		157	SITE AMENITIES:	
COMMON LOTS:		15		
SINGLE FAMILY:		67		
TOWNHOMES:		75	GAZEBO, PICNIC AREAS, WALKING PATH & PLAZA	
DENSITY:				
SINGLE FAMILY:		4.47 AC		
TOWNHOMES:		10.92 AC		
SITE DETAILS:				
COMMON LOTS:		4.06 AC		
SINGLE FAMILY:		14.98 AC		
TOWNHOMES:		6.87 AC		
ROADWAYS:		4.40 AC		

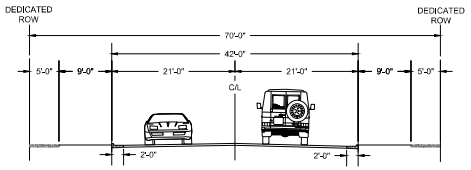
NOTES

1. CALDWELL CITY SEWER AND WATER WILL BE EXTENDED TO ALL LOTS.
2. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO ANY PUBLIC OR PRIVATE STREET.
3. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF CALDWELL AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
4. EACH LOT WILL BE PROVIDED WITH PRESSURIZED IRRIGATION.
5. STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SURFACE AND SUBSURFACE FACILITIES.
6. TOWNHOUSE UNITS WILL MAINTAIN A 10' SETBACK AT THE PERIMETER OF THE SUBDIVISION AND 0' ADJACENT TO SIDE LOT LINES.
7. LOTS 1, 4 & 20 BLOCK 1, LOT 12 & 24 BLOCK 2, LOT 10 BLOCK 3, LOT 10 & 11 BLOCK 4, LOTS 1&7 BLOCK 5, LOTS 1 & 6 BLOCK 6 AND LOTS 1 & 21 BLOCK 7, LOTS 1 7 & 18 BLOCK 8 ARE ALL COMMON LOTS. ALL COMMON LOTS SHALL BE OWNED AND MAINTAINED BY THE COLLECTIONS SUBDIVISION HOME OWNERS ASSOCIATION.
8. LOT 4 BLOCK 1 AND LOT 7 BLOCK 8 ARE COMMON DRIVE ISLE LOT TO BE UTILIZED FOR UTILITIES AND INGRESS AND EGRESS FOR THE TOWNHOMES AND SINGLE FAMILY HOMES. SAID LOTS SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION OF THOSE HOMES.
9. EXCEPT FOR LOT 11, BLOCK 1 (THE CORNER LOT) DIRECT LOT OR PARCEL ACCESS TO FLORIDA AVENUE AND LASTER STREET SHALL BE PROHIBITED. ACCESS RESTRICTIONS SHALL BE NOTED ON THE FINAL PLAT.



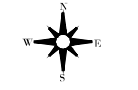
53' RESIDENTIAL STREET SECTION

SCALE: 1:10



FLORIDA AVE AND LANCASTER ST SECTION

SCALE: 1:10



SCALE: 1" = 100'

LEGEND

SITE BOUNDARY LINE	PROPOSED WATER LINE	EXIST GUARDRAIL
SECTION LINE	PROPOSED PRESSURIZED IRRIG LINE	EXIST CONIF TREE
EXIST CENTER LINE	IRRIGATION EASEMENT LINE	EXIST DECID TREE
EXIST IRRIGATION LINE	FND ½" IRON PIN (AS NOTED)	EXIST CATCH BASIN
EDGE OF GRAVEL	FND ½"x24" IRON PIN (AS NOTED)	SURF FLOW DIRECT.
EXISIT OVERHEAD POWER	FND BRASS CAP (AS NOTED)	PROP FIRE HYDRANT
TOP OF SLOPE	FND ALUMINUM CAP (AS NOTED)	PROP STREET LIGHT
EDGE OF WATER	CALCULATED POINT	PROP GAZEBO
EXIST SANITARY SEWER	EXIST POWER POLE	PROP PLAY AREA
EXIST WATER LINE	EXIST GUY ANCHOR	PROP PARKING
EXIST STORM DRAIN	EXIST GAS METER	PROP PLAZA
EXIST FENCE	EXIST GAS RISER	PROP PARK BENCH
CENTERLINE DITCH/FLOW LINE	EXIST GAS VALVE	PROP SS MANHOLE
TOP OF BANK	EXIST TELEPHONE RISER	
EXIST EDGE OF PAVEMENT	EXIST COMM MANHOLE	
MAJOR CONTOUR LINE	EXIST SAN SEWER MANHOLE	
MINOR CONTOUR LINE	EXIST WATER VALVE	
PROPOSED LOT LINE	EXIST IRRIGATION BOX	
PROPOSED ROW LINE	EXIST STORM DRAIN MANHOLE	
PROPOSED CENTER LINE	EXIST SIGN	
	EXIST FIRE HYDRANT	

OWNER/DEVELOPER
DOEPPEL PREMIER PROPERTIES IDAHO, LLC.
968 TOWER CT.
CAMARILLO, CA 93010

PLANNER / CONTACT
STEVE ARNOLD
A-TEAM LAND CONSULTANTS
1785 WHISPER COVE AVE.
BOISE, ID 83709
208-871-7020

SURVEYOR
DAVID EVANS AND ASSOCIATES INC.
9925 EMERALD ST.
BOISE, IDAHO
(208) 585-5858

THE COLLECTIONS SUBDIVISION

PRELIMINARY PLAT MAP

SECTION 2, TOWNSHIP 3 NORTH, RANGE 3 WEST
BOISE, MERIDIAN CITY OF CALDWELL, CANYON COUNTY, IDAHO

A TEAM Land Consultants

SHEET 1 OF 1
DRAWN BY: CJ SHERLOCK
DATE: May 28, 2022
FILE: TC_PRELIM.dwg

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing the execution of a memorandum of understanding between the City of Nampa, the City of Caldwell, and Canyon County for the 2025 Byrne Justice Assistance Grant (JAG) Program

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. BJAG MOU Resolution
2. memorandum of understanding - signed Ingram-Phillips_for signature Buchan - signed

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NAMPA, THE CITY OF CALDWELL, AND CANYON COUNTY FOR THE 2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM (CFDA #16.738)

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, that the Caldwell City Council has approved the Memorandum of Understanding, and made a part hereof as set forth in full.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this 20th day of April, 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this 20th day of April, 2026.

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

THE STATE OF IDAHO
COUNTY OF CANYON

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NAMPA, CITY OF CALDWELL, AND CANYON COUNTY

2025 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
CFDA #16.738

This Agreement is made and entered into this 31st day of March 2026, by and among the COUNTY of Canyon, acting by and through its governing body, the County Commissioners, hereinafter referred to as COUNTY, the CITY of Caldwell, acting by and through its governing body, the City Council, hereinafter referred to as CALDWELL, and the CITY of Nampa, acting by and through its governing body, the City Council, hereinafter referred to as NAMPA. All jurisdictions are located in Canyon County, State of Idaho.

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS the City of NAMPA agrees to act as the grant applicant and fiscal agent for a total of $130,385 to be allocated from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, FY2025 Local Solicitation, to be used for purposes consistent with the JAG FY2025 Local Solicitation; and

WHEREAS the COUNTY and City of NAMPA and City of CALDWELL believe it to be in their best interests to allocate the JAG funds as follows,

NOW THEREFORE, the COUNTY and CALDWELL and NAMPA agree as follows:

Section 1.

NAMPA agrees to pay the COUNTY a total of $20,982 of JAG funds.
NAMPA agrees to pay CALDWELL a total of $41,019 of JAG funds.
NAMPA agrees to retain $68,384 of JAG funds.

Section 2.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 3.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 4.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF NAMPA:

_____
CURT SHANKEL, Deputy Chief, Nampa Police Department

_____
DAVID BILLS, Acting Mayor, City of Nampa

ATTEST:

_____ Date:_____
CITY CLERK, City of Nampa

CITY OF CALDWELL

REX INGRAM, Chief, Caldwell Police Department

04-02-2026

ERIC PHILLIPS, Mayor, City of Caldwell

ATTEST:

CITY CLERK, City of Caldwell

Date: 02/04/2026

COUNTY OF CANYON:

_____
KIERAN DONAHUE, Sheriff, Canyon County

ATTEST:

_____ Date:_____
COUNTY CLERK, Canyon County

DATED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS:

_____ Motion Carried Unanimously
_____ Motion Carried/Split Vote Below
_____ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
Commissioner Leslie Van Beek	_____	_____	_____
Commissioner Brad Holton	_____	_____	_____
Commissioner Zach Brooks	_____	_____	_____

ATTEST: CHRIS YAMAMOTO, CLERK

By:_____
Deputy Clerk

memorandum of understanding

Final Audit Report 2026-04-01

Created:	2026-03-31
By:	Dawn Marchetti (dmarchetti@cityofcaldwell.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAATqYT-GXYDMqtfAfh9xoY54Wbxgw5ZAss

"memorandum of understanding" History

Document created by Dawn Marchetti (dmarchetti@cityofcaldwell.org)
2026-03-31 - 7:34:59 PM GMT

Document emailed to Rex Ingram (ringram@cityofcaldwell.org) for signature
2026-03-31 - 7:35:03 PM GMT

Email viewed by Rex Ingram (ringram@cityofcaldwell.org)
2026-03-31 - 8:56:28 PM GMT

Document e-signed by Rex Ingram (ringram@cityofcaldwell.org)
Signature Date: 2026-04-01 - 7:50:04 PM GMT - Time Source: server

Agreement completed.
2026-04-01 - 7:50:04 PM GMT

Adobe Acrobat Sign

memorandum of understanding - signed Ingram-Phillips_for signature Buchan

Final Audit Report 2026-04-02

Created:	2026-04-02
By:	Dawn Marchetti (dmarchetti@cityofcaldwell.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_yqnQeeqh0n53gAuDyctF8-b913JUd18

"memorandum of understanding - signed Ingram-Phillips_for signature Buchan" History

Document created by Dawn Marchetti (dmarchetti@cityofcaldwell.org)
2026-04-02 - 3:30:14 PM GMT

Document emailed to Kristina Buchan (kbuchan@cityofcaldwell.org) for signature
2026-04-02 - 3:30:19 PM GMT

Email viewed by Kristina Buchan (kbuchan@cityofcaldwell.org)
2026-04-02 - 3:48:52 PM GMT

Document e-signed by Kristina Buchan (kbuchan@cityofcaldwell.org)
Signature Date: 2026-04-02 - 4:08:28 PM GMT - Time Source: server

Agreement completed.
2026-04-02 - 4:08:28 PM GMT

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Approve Resolution authorizing the purchase of engineering services for the improvement of the grit classifier system by Keller Associates, Inc. for $373,693

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Memorandum for Grit Improvement Project-Design
2. 2026-04-16, Caldwell WWTP Grit Imps SOW
3. Resolution for Grit Classifier

CALDWELL CITY COUNCIL
Meeting Date _April 20, 2026

AGENDA ITEM INFORMATION

SUBJECT:

Approve engineering services for the design of Wastewater Treatment Plants (WWTP) grit removal improvements by Keller Associates, Inc for $373,693.

Department Submittals	*X to Mark*	*Initials*
Building Department		
CDBG		
Clerk		
City Attorney		
Finance Department		
Human Resources		
Planning & Zoning		
Fire Department		
Police Department		
Public Works	X	TH, AS
Street Department		
Water Department		
WWTP	X	AA, ML
Engineering		
Mapping		
Airport		
Parks and Recreation		
Information Systems		
Golf Course		
OTHER:		

COST IMPACT: $373,693

FUNDING SOURCE: 72-8-27-200-87500

TIMELINE: April 2026 to April 2027

FINANCE REVIEW: [X] ***BUDGETED:*** [X] ***NOT BUDGETED:*** [ ]

SUMMARY STATEMENT:

The City of Caldwell Wastewater Treatment Plant (WWTP) treats the wastewater generated by the City of Caldwell, with a population of approximately 79,000. As growth continues across the city, the WWTP must continue efforts to upgrade the complex to meet capacity and meet regulatory compliance expectations.

As part of the 2025 WWTP Facility Study Plan, conducted by Keller Associates, Inc., the grit classifier system was noted as a key deficiency for the WWTP, as this system has no redundancy and the current capacity is insufficient for the estimated 2045 waste treatment rates. This project is necessary to both increase flow through the plant, as well as reduce the risk of non-compliance with the plant's National Pollution Discharge Elimination System (NPDES) permit.

This phase of the project and seeks to design improved grit removal and washing by adding a second Smith & Loveless Pista-Grit system, replacing existing grit pumps, washers, and piping, and adding a parallel pipe and flow meter at the headworks. This phase includes the complete design of improvements to the grit collection system in the headworks of the plant. Once design work is complete, these upgrades will be implemented in the next project phase. Remaining budget is anticipated to be used in bidding and construction services.

RECOMMENDED ACTION:

The Public Works Department recommends that Council and Mayor execute Public Works Engineering Services for the design of Wastewater Treatment Plants (WWTP) grit removal improvements by Keller Associates, Inc for $373,693.

Attachment A

City of Caldwell
Grit Improvements
SCOPE OF WORK

PROJECT DESCRIPTION

City of Caldwell ("Owner") has contracted with **Keller Associates, Inc.** ("Consultant") to provide pre-design and design services for improvements to the Owner's existing grit removal and washing facilities. The Consultant's scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The Owner desires to improve redundancy at their existing headworks facility by installing a second Smith and Loveless Pista-Grit, grit removal unit (including pump), replacement of the existing grit pump, a second grit washing unit, replacement of their existing grit washing unit, and replacement of their existing grit suction and discharge piping. The project will also include a parallel pipe and flow meter between the existing Headworks and the Primary Clarify Splitter Box. To maintain consistency with their existing equipment, the Owner wants to match the existing technologies for grit removal and washing.

Consultant's services are limited to those services outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

1.1. General Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

1.2. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review/establish Owner design team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

1.3. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.

Assumptions:

- Project is being funded by the following entities: *The Owner.*
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.

Deliverables:

- Monthly invoices.
- Kickoff meeting agendas and minutes.
- Request for information.

TASK 2: PRELIMINARY ENGINEERING REPORT (PER)

Consultant Responsibilities:

2.1. Design Criteria. Document design criteria that will serve as basis for design.

2.2. Site Layout. Develop 30% concept design showing site civil layout and headworks expansion. Concept to include general grading concepts and reflect considerations for headworks expansion and additional yard piping needed to connect to the existing primary clarifier splitter box.

2.3. Grit Removal Alternatives. Evaluate Smith and Loveless Grit Removal technologies for grit removal capabilities for new grit train and feasibility to retrofit existing grit removal train for modifications to increase grit capture rate based on manufacturer feedback.

2.4. Equipment Removal Alternatives Evaluation. Evaluate alternatives for installation of crane system to facilitate maintenance and removal of existing headworks screening equipment.

2.5. Electrical and Controls. Coordinate with Owner and power utility to identify power constraints and Owner SCADA communication preferences. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives.

2.6. Cost Estimate. Provide an opinion of probable cost for the project.

2.7. 30% Drawings. Develop 30% drawings showing the anticipated improvements.

2.8. Prepare PER. Prepare draft PER following the *Idaho DEQ Requirements.* Submit to Owner for review.

2.9. Workshop Meeting. Meet with Owner to review draft PER.

2.10. Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments into final PER.

Owner Responsibilities:

- Provide input on grit washing alternatives analysis.
- Review and provide one set of consolidated written comments on the Draft PER.

Assumptions:

- Project does not include improvements to influent pumping, screening, HVAC or plumbing equipment.
- Evaluation does not include alternative manufacturers and is limited to technologies that can utilize the existing footprint. Grit pump style/manufacturer will match existing grit pump.
- Project includes replacement of existing grit suction and discharge piping from pump to grit washer and will include an intertie so that either grit system can pump to both grit washers.
- Topographic surveying and geotechnical investigation are not included in this scope of work. Scope assumes that City will be able to provide AutoCAD files for the existing headworks area and a Geotechnical Report for the existing Headworks.
- 30% Drawings anticipated to be included in PER are as follows: site overview, site yard piping, structural plans, mechanical plans, up to (3) mechanical sections, one-line diagram and Process and Instrumentation Diagram.
- *Consultant* shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner's consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Design flows will be based on projections included in Owner's WWTP FPS approved by DEQ in 2025. Equipment sizing is anticipated to match existing equipment sizing.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Coordination with Idaho Power has been completed by Owner and is not included in Consultant's Scope of Work.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Draft and Final PER (1 paper copy and 1 PDF)

TASK 3: EQUIPMENT PRE-PURCHASE

Consultant Responsibilities:

3.1. Equipment Pre-Purchase. Prepare front end documents that will include standard bidding forms, contract forms, and general conditions based on the 2018 edition of *EJCDC.* Incorporate Owner requirements, supplemental conditions, startup and testing requirements, submittal requirements, operation and maintenance manual requirements, and warranty requirements. Prepare technical specifications for the grit removal equipment, grit pump, and grit washer to detail materials, processes and products to be used for pre-purchased equipment. Provide 90% draft specifications for Owner review.

3.2. Pre-Purchase Support Meeting. Participate in a workshop meeting with Owner to review 90% Pre-Purchase Package.

3.3. Agency Review. Engineer will submit the Pre-purchase documents to *DEQ* and respond to one round of comments.

3.4. Equipment Pre-Purchase Procurement Support. Assist the Owner during the procurement process for equipment by responding to technical questions from prospectives suppliers. Review and evaluate submitted proposals and make a recommendation to Owner for selection of equipment.

Owner Responsibilities:

- Review and provide one set of consolidated written comments on the deliverables.
- Receive equipment if construction contractor is not under contract or is unable to receive equipment procured under this Task.
- Sign a supplier's agreement that incorporates the technical specification requirements and issue purchase order for equipment purchased.

Assumptions:

- Pre-Purchase will utilize 30% Drawings from PER. A separate drawing package will not be generated.
- Documents will list a single manufacturer for grit removal equipment that will be responsible for providing grit removal equipment including vortex, pump, and grit washing equipment. Alternative manufacturers will not be considered.
- Once pre-purchase equipment is selected, it will not be changed. Changes to pre-purchased equipment are likely to alter the design, cause rework and require a contract amendment.
- It is anticipated that equipment pre-selection will be based on cost.
- Owner is aware that material price and availability can impact project coordination at time of construction which may result in design and construction change orders.

TASK 4: FINAL DESIGN

Consultant Responsibilities:

4.1. 50% Design Plans and Specifications. Once Owner has approved the concept plans, Consultant will prepare and submit 50% design documents to the Owner. Design drawings to include general, site civil, general structural and architectural, mechanical, electrical (one-line), and instrumentation and control (P&ID) sheets.

Provide front end documents that will include standard bidding forms, contract forms, construction forms, and general conditions based on the 2018 edition of EJCDC. Prepare table of contents for technical specifications.

4.2. 90% Design Plans and Specifications. Address 50% design review comments. Advance design to 90% and submit design review drawings and specifications to the Owner. Drawings include general, site civil, structural, architectural, mechanical, electrical, network layout drawing, P&ID, and instrumentation schedule sheets.

Specifications to incorporate Owner requirements, supplemental conditions, and special provisions and project constraints. Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction.

4.3. 100% Plans and Specifications. Address 90% design review comments and produce a 100% stamped set of plans and specifications for submittal to DEQ.

4.4. Review Workshop Meetings. Participate in 50% and 90% design review workshop meetings.

4.5. Final Approval. Upon Owner and Agency review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding. Respond to Agency comments and provide resubmittal to approving Agency if required.

4.6. Opinion of Probable Cost. Prepare an opinion of probable cost for the project at 90% or final design.

Owner Responsibilities:

- Review and provide one set of written consolidated comments on the 50% and 90% design deliverables.
- Provide legal and risk reviews of the bid documents. Assist in identifying permits and approvals for which Contractor will be responsible.
- Provide written review comments from Owner's SCADA integrator.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- Owner will pay for and submit plans to building department and other Owner agencies as required.
- Drafting will be completed on 11"x17" sheets.
- Consultant will be compensated for additional services for Owner-requested out of scope items and for rework triggered by Owner-requested changes to previously agreed upon design criteria and concepts.
- Project will not include irrigation or landscaping of the site. Services of a licensed landscape architect will not be required.
- Extensive architectural features and architectural renderings are not included in the design.
- Scope of work does not include control panel drawings. If desired, these can be completed as an additional service.
- Contractor will be required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP), prepare traffic control plans, and secure associated permits.
- Shoring (if required) will be designed by the Contractor.
- Building permit will be obtained by the Contractor.
- Additional professional time for correspondence and meetings, due to an Owner or Contractor initiated change in the project design, preparing additional bidding-related documents (i.e. contract prequalification, equipment prepurchase, and alternative bids), participating in project peer reviews or value engineering, and/or project support above and beyond that described is considered an additional service.
- The following design standards and references are to be followed where relevant during the development of the project:
    - Idaho Standards for Public Works Construction (ISPWC)
    - EJCDC for front end contracting and bidding documents (Div 00)
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 50% design submittal, including one PDF submittal.
- 90% design drawings and specifications, including one PDF submittal.
- 100% stamped design package, including one PDF submittal.
- Opinion of probable cost.

TASK 5: MANAGEMENT RESERVE (ADDITIONAL SERVICES):

From time to time the Owner may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made ("Additional Services"). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Owner staff (Public Works Director or Owner's Project Manager). Compensation for Additional Services may be based on Consultant's time and material or a lump sum amount as agreed by Owner and Consultant.

ADDITIONAL SERVICES (not included in scope of work)

- Field surveying
- Geotechnical investigation.
- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Power utility rebate support
- Public outreach/meetings or stakeholder outreach support
- Field investigations, including subsurface investigations, to check available record drawings
- Construction phase surveying (quantities, staking, record)
- Funding administration support
- Project site tours
- Easements and right-of-way acquisition support
- Control panel drawings
- Multiple design alternatives (i.e alternative booster station footprints or construction materials) for bidding purposes
- Completion of the warranty walkthrough 11-months after the issuance of Substantial Completion to the Contractor

SCHEDULE

Consultant anticipates the following project schedule based on the assumptions listed below. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary.

- Assumptions:
    - Kickoff Meeting and receiving requested information from Owner is anticipated to be completed within 30-days of receiving a fully executed contract.
    - Owner review period is anticipated to be completed and provided to Consultant within 2-weeks of workshop meetings.
    - Workshop meetings are anticipated to be scheduled within 2-weeks of City receiving Deliverables.
    - Consultant will begin final design after receiving PER approval from DEQ. DEQ's PER review timeline was assumed to be 30 days.
    - Project management budget assumes a project schedule of up to 15 months.

Task	Schedule	Comments
Task 2 – Preliminary Engineering Report Submittal	90 days	Schedule for Draft Preliminary Engineering Report begins after receiving requested information from Owner.
Task 3 – Equipment Pre-Purchase	90 days	Schedule begins after receiving requested information from Owner.
Task 4 – 50% Design Complete	60 days	Schedule for 50% Design Plans begins after receiving PER approval from DEQ.
Task 4 – 90% Design Complete	90 days	Schedule for 90% Design Plans begins after receiving Owner comments from the 50% review design meeting.
Task 4 – 100% Design	30 days	Schedule for 100% Design Plans and Specifications will be begins after receiving Owner comments from the 90% review design meeting.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated semi-annually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Type	Amount
Task 1 – Project Management	LS	$20,821
Task 2 – Preliminary Engineering Report	LS	$75,336
Task 3 – Equipment Pre-Purchase	LS	$19,845
Task 4 – Final Design	LS	$241,230
Task 5 – Management Reserve (Additional Services)	T&M	$10,000
Total Cost		**$373,693**

LS = Lump Sum T&M = Time and Materials

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CALDWELL, IDAHO to approve the purchase of engineering services for the improvement of the grit classifier system by Keller Associates, Inc. for $373,693. This design project seeks to replace and add grit removal and washing equipment at the WWTP headworks to increase redundancy, reliability, and grit capture while maintaining consistency with existing systems. This project will run from April 2026 to April 2027 and is driven by aging equipment, operational inefficiencies, and the need to support current and future flows in compliance with Idaho Department of Environmental Quality (IDEQ) requirements.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Caldwell, Idaho, to execute Public Works Engineering Services for the design of Wastewater Treatment Plants (WWTP) grit removal improvements by Keller Associates, Inc for $373,693.

PASSED BY THE COUNCIL of the City of Caldwell, Idaho this _____ day of _____ 2026.

APPROVED BY THE MAYOR of the City of Caldwell, Idaho this _____ day of _____ 2026.

Approved

By _____

Mayor

ATTEST:

By _____

City Clerk

Docusign Envelope ID: 9B386B60-693A-8A5F-802C-24F346E46AE7

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and executed on the dates set forth below between HOLY GROVE TREE CARE, having a local address of 2210 North 35th Street, Boise, Idaho ("CONTRACTOR") and the City of Caldwell, a municipal corporation of the State of Idaho, having offices at 205 South 6th Avenue, Caldwell, Idaho 836056 ("CITY") (collectively "the Parties").

RECITALS

CITY intends to apply or has applied for a grant through the Idaho Department of Lands for maintenance care of trees at Memorial Park; and

CITY desires assistance from CONTRACTOR to perform pruning operations at Memorial Park ("Services"); and

CITY issued a request for proposals pursuant to the procedures provided by Idaho Code Section 67-2806A for the purpose of identifying the most qualifying proposal for the CITY's Memorial Park Tree Pruning project ("Project"); and

CITY has determined that CONTRACTOR'S proposal best meets the required specifications for the Project and that funds sufficient to complete Services have been duly appropriated for expenditure in FY2026.

TERMS

In consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. SERVICES: CITY hereby employs CONTRACTOR as an independent contractor to complete and perform the Services as described in CONTRACTOR's response to CITY's Request for Proposal issued January 21, 2026 ("Response"). Specifically, CONTRACTOR shall perform the Services in accordance with the following:

- Section 4 (Work Plan and Methodology) of its Response, attached hereto as "Attachment 1;"
- Section 7 (Deliverables) of its Response, attached hereto as "Attachment 2;" and
- CONTRACTOR's Estimate #710, attached hereto as "Attachment 3."

2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that CONTRACTOR shall complete work under this Agreement by July 1, 2026, which shall be the "final inspection date," unless otherwise agreed in writing by the Parties. This Agreement shall expire upon completion of the project, or as otherwise provided in "Attachment 3."

3. COMPENSATION: CITY agrees to pay CONTRACTOR as compensation the sum of Forty-Six Thousand Two Hundred Fifty dollars (**$46,250.00**).

Docusign Envelope ID: 9B386B60-693A-8A5F-802C-24F346E46AE7

4. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR and any of its subcontractors are in no way employees or agents of CITY and are not entitled to worker's compensation or any benefit of employment with the CITY. CITY shall have no control over the performance of this Agreement by CONTRACTOR except to specify the time and place of performance, and the results to be achieved. CITY shall have no responsibility for security or protection of CONTRACTOR's supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

CONTRACTOR represents that neither it nor any of its principals is related to a City official by blood or marriage within the second degree of kindred.

CONTRACTOR agrees to comply with all applicable federal, state, city, and local laws, rules and regulations.

CONTRACTOR agrees to employ efforts commensurate with the industry standard of care on CITY's behalf.

5. INDEMNIFICATION: CONTRACTOR agrees to indemnify and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property (including reasonable attorney's fees and costs) arising out of or in connection with the negligent acts, errors, or omissions of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

6. INSURANCE: CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of $1,000,000 per occurrence and $2,000,000 in the aggregate which shall name CONTRACTOR, CITY, and its officers, agents and employees, as additional insured. CONTRACTOR shall provide proof of liability coverage as set forth above to CITY prior to commencing its performance as herein provided and notify CITY ten (10) days prior to cancellation of said policy.

7. COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all applicable federal, state, city, and local laws, rules and regulations.

8. ENTIRE AGREEMENT: This is the entire agreement of the parties (including attachments) and can only be modified or amended in writing.

Signature pages to follow

Docusign Envelope ID: 9B386B60-693A-8A5F-802C-24F346E46AE7

DATED this 2 day of April, 2026.

"CONTRACTOR"

Signed by:
Nikolas Tuzzolino
E15A795C86B94BB...

Nikolas Tuzzolino
HOLY GROVE TREE CARE

STATE OF IDAHO)
ss.
County of Canyon)

On this ____ day of _____, 2026, before me, a notary public for Idaho, appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(S E A L)

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

Docusign Envelope ID: 9B386B60-693A-8A5F-802C-24F346E46AE7

DATED this _____ day of _____, 2026.

CITY OF CALDWELL

_____
Eric Phillips, Mayor

ATTEST

_____
City Clerk

Docusign Envelope ID: 9B386B60-693A-8A5F-802C-24F346E46AE7

SPECIAL ADDENDUM TO CONTRACT WITH THE CITY OF CALDWELL COMPLIANCE WITH IDAHO CODE § 67-2346 AND IDAHO CODE § 67-2359

CERTIFICATION OF COMPANY

WHEREAS, the City of Caldwell and Holy Grove Tree Care (the "Company"), are entering into that certain contract to which this Special Addendum is attached (the "Contract:); and,

WHEREAS, the Company is required by law to make certain certifications in contracts with the City concerning the Company's business practices and ownership.

NOW, THEREFORE, THE COMPANY CERTIFIES THE FOLLOWING:

ANTI-BOYCOTT AGAINST ISRAEL ACT. IDAHO CODE § 65-2346.

[X] By checking this box, the Company certifies that the Company is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. For the purpose of this certification, the terms "Boycott Israel" and "Boycott the State of Israel" shall have the meanings assigned to them by Idaho Code § 67-2346.

CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED. IDAHO CODE § 65-2359.

[X] By checking this box, the Company certifies that the Company is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. For the purpose of this certification, the term "Government of China" shall have the meaning assigned to it by Idaho Code § 67-2359.

CONTRACT WITH A COMPANY AFFILIATED WITH OR PROVIDING ABORTION SERVICES PROHIBITED. IDAHO CODE § 18-8703.

[X] By checking this box, the Company certifies that the Company is not an abortion provider or an affiliate of an abortion provider. Additionally, the Company certifies that as a result of this Contract, no public funds will be utilized to provide, perform, or induce an abortion; assist in the provision or performance of an abortion; promote abortion; counsel in favor of abortion; refer for abortion; or provide facilities for an abortion or for training to provide or perform an abortion.

CONTRACT WITH A COMPANY ON BASIS OF ENVIRONMENTAL, SOCIAL, OR GOVERNANCE STANDARDS PROHIBITED. IDAHO CODE § 65-2347.

[X] By checking this box, the Company certifies that the Company was not awarded this contract on the basis of environmental, social, and governance standards ("ESG").

Signed by:
Nikolas Tuzzolino
E15A795C86B04BB...

AUTHORIZED SIGNATORY OF THE COMPANY

Printed Name: Nikolas Tuzzolino

DATE: 4/2/2026

Docusign Envelope ID: 9B386B60-693A-8A5F-802C-24F346E46AE7

Holy Grove Tree Care

2210 North 35th Street | Boise, Idaho 83703
208-352-2626 | holygrovetc@gmail.com | https://holygrovetree.com/

RECIPIENT:

City of Caldwell - Parks and Recreation
710 Irving Street
Caldwell, Idaho 83605

Estimate #710

Sent on	Mar 21, 2026
Total	**$46,250.00**

Product/Service	Description	Qty.	Unit Price	Total
Mobilization	40% deposit covering equipment staging, crew mobilization, traffic control setup, and work plan meeting with the City of Caldwell within 14 days of contract execution. Trigger: Due NET 30 from contract execution date Amount: $18,500.00	1	$18,500.00	$18,500.00
Final Acceptance	60% balance due upon receipt of written Final Acceptance certification from the City of Caldwell confirming all work has been completed, inspected, and all deficiencies resolved per RFP Section 3.0. Trigger: Due NET 30 from written Final Acceptance date Amount: $27,750.00	1	$27,750.00	$27,750.00

Total **$46,250.00**

Attachments

View online https://l.jbbr.io/7lTkMGd

GuideToPruning.pdf

Reviews

J Ellis

★★★★★

Very professional and quality report. Nik is very knowledgeable and friendly. Great communicating skills and would definitely use their services again.

Gayle Valentine

★★★★★

Excellent tree service by a team of expert arborists. We (and our [?]) are grateful.

Alan Winkle

★★★★★

Nic took on a challenging job and did it right. He paid attention to the details and left the yards in good shape. Nic is a very knowledgeable, professional arborist. Thanks Nic

Docusign Envelope ID: 9B386B60-693A-8A5F-802C-24F346E46AE7

Holy Grove Tree Care
2210 North 35th Street | Boise, Idaho 83703
208-352-2626 | holygrovetc@gmail.com | https://holygrovetree.com/

We truly appreciate the trust you place in us by inviting Holy Grove Tree Care onto your property. Every tree we evaluate represents years—often decades—of growth, environmental benefit, and personal or community value, and we take that responsibility seriously.

Tree preservation is always a collaborative effort. The most successful outcomes happen when homeowners, property managers, and arborists work together to balance safety, tree health, and long-term canopy value. Your involvement and care play a vital role in that process, and we are grateful to be part of your tree's story.

Please don't hesitate to reach out with any questions about the recommendations in your estimate. We are always happy to explain our approach and help you make the best decision for your landscape.

—
Holy Grove Tree Care Team

Subcontractor Payment: Holy Grove Tree Care shall pay all subcontractors within seven (7) days of receipt of each milestone payment from the City of Caldwell, in accordance with federal grant flow-down requirements under 2 CFR Part 200. Subcontract agreements shall mirror the payment terms and compliance obligations of this Contract.

Preparation Costs: The City of Caldwell is not responsible for any costs incurred by the Contractor in preparing or performing under this Contract beyond the agreed contract value.

Changes to Scope: Any changes to the scope of work must be authorized in writing by the City of Caldwell prior to commencement of the changed work. Unauthorized changes will not be compensated.

Insurance: Contractor shall maintain adequate general liability and workers' compensation insurance throughout the duration of this Contract and shall provide certificates of insurance upon request.

Permits: Contractor is responsible for obtaining all required permits, and traffic control approvals at Contractor's expense unless otherwise noted.

Hazardous Materials: Contractor is responsible for immediate containment, cleanup, and agency notification in the event of any hazardous material spill arising from work operations.

Termination: The City of Caldwell reserves the right to terminate this Contract for cause if the Contractor fails to comply with grant requirements, applicable standards, or the terms of this Contract. The federal awarding agency may also unilaterally terminate the underlying grant award without penalty for violations of TVPA provisions.

Governing Law: This Contract shall be governed by the laws of the State of Idaho.

PAYMENT TERMS

All invoices are due NET 30 from the triggering event. Invoices unpaid beyond the NET 30 window are subject to a late payment fee of 1.5% per month on the outstanding balance, as permitted under Idaho law.

Collections & Disputes
Unpaid balances are subject to all available legal remedies.

Billing questions: 208-352-2626

Signature: _____ Date: _____

Caldwell Planning & Zoning Division
205 S. 6th Avenue, Caldwell, Idaho

MEMORANDUM

DATE: April 15, 2026

TO: Mayor and City Council

FROM: Jene Price, Code Compliance Official

SUBJECT: 814 Trailside Drive Code Compliance Case Appeal

Purpose

This memo serves as a response to the appeal filed by Ms. Lach, property owner of 814 Trailside Drive. Ms. Lach is appealing the intent by Code Compliance to abate shrubs located on her property.

Background and Case Information

A citizen complaint was received concerning shrubs located at 814 Trailside Drive. The complainant stated that the shrubs obstruct vision and create a safety hazard.

A site inspection of the property found that it was located on the corner of Trailside Drive and Oxbow Avenue. It was found that the shrubs in question are approximately eight (8') to ten (10') feet in height and a large portion of the shrubs are located within the vision triangle. It was determined that the shrubs cause a vision obstruction and safety hazard at the corner of Trailside Drive and Oxbow Avenue. The shrubs are in violation of the following City codes:

- 10-02-09-12: Vision Triangles – The maximum height of any vegetative ground cover located within the vision triangle shall be no more than three (3') feet in height to provide for vision clearance.
- 07-11-01: Nuisance – Prohibits any condition of use of premises which causes or tends to cause a traffic hazard or that is otherwise injurious to the health, safety and general welfare of the public.

On February 24, 2026, a Request for Voluntary Compliance Notice was sent to the property owner, Ms. Lach. The notice requested that she trim the shrubs in the vision triangle down to a height of no more than three feet (3') to provide for vision clearance.

On March 4, 2026, Ms. Lach contacted Code Compliance via phone. She stated that she would not comply with the request to trim her shrubs and that she would be retaining an attorney. She was advised that Code Compliance would proceed with the case on her property.

On March 10, 2026, a site inspection was conducted to confirm that the shrubs had not been trimmed. An Intent of Abatement Notice was sent to Ms. Lach. The abatement notice advised Ms. Lach that if she did not trim the shrubs by March 17, 2026, the City would hire a contractor to abate them at her expense.

On March 13, 2026, Ms. Lach submitted a letter of appeal to the City Clerk. The letter was written in Polish and could not be immediately translated. The City Clerk's office asked Ms. Lach if she could re-write the letter in English, which she agreed to do no later than March 27th, 2026.

On March 26, 2026, Ms. Lach provided the re-written letter in English to the City Clerk.

Prior Code Compliance Case History

There are two previous cases on Ms. Lachs' property pertaining to the vision obstruction caused by her shrubs. A summary of both cases is listed below.

2015 Code Compliance Case:

- A citizen complaint was received. A Request for Voluntary Compliance Notice was sent. Compliance was not received and an Intent of Abatement Notice was sent. Ms. Lach sent a notice of appeal to the City Clerk's office. The appeal was heard by City Council, the Intent to Abate was affirmed, and the abatement was completed. The City was summoned to Small Claims Court by Ms. Lach. The judge ruled in favor of the City. The City was summoned to an Appeal Hearing in the 3rd District Court, brought forth by Ms. Lach. All case documents were transferred to the City Attorney and ICRMP for review and Code Compliance was later notified that the appeal had been denied.

2017 Code Compliance Case

- A citizen complaint was received. A Request for Voluntary Compliance Notice was sent. Compliance was not received and an Intent of Abatement Notice was sent. Ms. Lach attempted to reopen the appeal to the 3rd District Court, which the judge denied. When a re-inspection of the property was conducted it was found that Ms. Lach had trimmed the shrubs and the case was closed.

Allowable Actions by City Code

Caldwell City Code 7-11-5 (4) allows an appeal of an intent to abate if received within four (4) calendar days of the mailing of the order to abate. Ms. Lach's has complied with this code requirement. Therefore, City Council shall consider written and oral testimony from the appellant and shall affirm, withdraw, or modify the order to abate. The decision of the City Council shall be final. If the City Council affirms the order, the appellant shall have five (5) calendar days from the date of such affirmation to abate the nuisance as ordered.

List of Attachments:

1. Code Compliance Process
2. Applicable Code Sections
3. Site Photos
4. Aerial Map with Vision Triangle Parameters
5. Request for Voluntary Compliance Notice
6. Intent of Abatement Notice
7. Ms. Lach's Appeal Letters

Code Compliance Process

07-11-05: ABATEMENT OF NUISANCES; PROCEDURES, PENALTIES AND APPEALS:

(1) Request For Voluntary Compliance: If it is determined by a Code Enforcement Officer that a nuisance exists on any property, the Code Enforcement Officer shall cause a written request for voluntary compliance to be issued to the owner. Such request for voluntary compliance shall contain the street address and parcel number of the property, describe the nuisance existing thereon, request voluntary action to eliminate the nuisance, and establish the time period for voluntary elimination of said nuisance, which shall be ten (10) days from the date of the request for voluntary compliance.

(2) Intent Of Abatement Notice: If, following the issuance of a request for voluntary compliance pursuant to subsection (1) of this section, a Code Enforcement Officer finds that a nuisance still exists on any property, the officer shall cause an intent of abatement notice to be issued to the owner. Such intent of abatement notice shall contain the street address and parcel number of the property, describe the nuisance existing thereon, order the abatement of the nuisance, establish the time period for abatement, specify the penalty for noncompliance, and describe the opportunity and time for appeal.

(3) Time Period For Abatement: It shall be the duty of the owner to abate such nuisance within five (5) calendar days from the date of personal service, mailing, or publication.

(4) Appeal: Within four (4) calendar days from the date of service, mailing, or publication of the notice of violation and order to abate, the property owner may appeal to the City Council by filing a written appeal with the City Clerk, which appeal shall enumerate the grounds for appeal. The City Clerk may schedule such appeal for hearing at the next regular meeting of City Council. City Council shall consider written and oral testimony from the appellant and shall affirm, withdraw, or modify the order to abate. The decision of the City Council shall be final. If the City Council affirms the order, the appellant shall have five (5) calendar days from the date of such affirmation to abate the nuisance as ordered. (Ord. 3171, 8-20-2018)

(5) Criminal Penalties: If, following notice of violation and order to abate, any person allows the existence of a nuisance to continue, such person shall be guilty of a misdemeanor. Peace officers and Code Enforcement Officers shall have the authority to issue citations to violators of this section. (Ord. 3002, 6-15-2015)

(6) Civil Penalties: In addition to any other penalties described in this article, the city may also take civil action to obtain an order enjoining the ongoing maintenance of such property free from nuisance, and/or to recover any and all costs of abatement, enforcement, litigation, and/or prosecution including, but not limited to, attorney fees and court costs. (Ord. 2913, 10-15-2012)

(7) Abatement; Administrative Penalties: In addition to pursuing criminal and/or civil penalties, and notwithstanding the imposition of any civil or criminal fine, penalty or imprisonment, the code enforcement officer, after providing notice and hearing as provided herein, may abate or cause the abatement of any nuisance where the owner does not comply in all respects with the intent of abatement notice. The owner shall be billed, assessed, and/or held responsible for any and all actual expenses of such work, and any related charges, including fees and fines that may be imposed pursuant to this chapter and/or adopted by fee schedule, pursuant to the following procedures: (Ord. 2923, 4-15-2013)

Applicable Code Sections

07-11-01: DEFINITIONS:

NUISANCE: Any condition or use of premises which is detrimental to the premises of others or which causes or tends to cause material diminution in the value of other premises in the neighborhood or which creates a condition tending to promote blight and deterioration, to invite plundering, to create fire or traffic hazards, to constitute an unattractive nuisance, to create a harborage for rodents and insects or be otherwise injurious to the health, safety and general welfare of the inhabitants of the city.

07-11-03: NUISANCE CONDITIONS PROHIBITED; RESPONSIBLE PARTY:

(1) Nuisances Prohibited: It shall be unlawful for any owner, occupant, user, or person in charge or control of any property to create, cause, commit, maintain, or allow the existence of any nuisance on such property, or upon any street, sidewalk or public right-of-way abutting such property including the area behind curbs, sidewalks, parking areas, and property to the center of alleys and ditches.

10-02-09-12: VISION TRIANGLES:

(1) Purpose Of The Vision Triangle: To prevent sight obstructions that include any hedge, tree, shrubbery, fence, signage or wall that interfere with driver vision.
(2) Applicability Of Vision Triangle Standards:
A. All vision triangles located at controlled (signalized) or uncontrolled roadway intersections, shared/common driveways, alleyways, and nonresidential driveway connections to roadways.
(3) Parameters Of Vision Triangle:
A. Vision triangles shall be measured from the projected intersection of the lip of gutter a distance of forty feet (40') along each roadway edge and connecting the two (2) points with a straight line. This measuring approach defines the boundaries of a vision triangle at the intersection of two (2) roads.
(6) Items Prohibited or Limited Within The Vision Triangle:
C. Maximum height of any berm, vegetative ground cover, fencing, walls, signs (except publicly placed traffic directing devices), or any other structure as herein defined shall be no more than three feet (3') above finished grade at maturity.

View of shrubs along Trailside Drive



View of shrubs along Oxbow Avenue



1

814 Trailside Drive Vision Triangle



City of Caldwell - Community Development
Planning & Zoning Department

205 S 6th Avenue
Caldwell ID 83605
Phone: (208) 455-3021
pz@cityofcaldwell.org

February 24, 2026

LACH KRYSTYNA
814 TRAILSIDE DR
CALDWELL, ID 83607

Parcel # R0747058700 **Case** # 26-000714

This serves as both a friendly request and an informational letter to you, a valued citizen of Caldwell. We know that you are more than willing to do your part in helping us all build and maintain a beautiful, safe and strong community.

City Council has adopted requirements of which you may not be aware to help achieve our mutual goal of a wonderful community. A complaint was received that your property located at 814 TRAILSIDE DR CALDWELL, ID is in violation of the following adopted requirements:

Violation: 07-11-01 1 Nuisance
Any Condition of use of premises which is detrimental to the premises of others or which causes or tends to cause material diminution in the value of other premises in the neighborhood or which creates a condition tending to promote blight and deterioration, to invite plundering, to create fire or **traffic hazards**, to constitute an unattractive nuisance, to create a harborage for rodents and insects or be otherwise injurious to the health safety and general welfare of the inhabitants of the city.
Violation: 10-02-09-12(6) Vision Triangle - Items Prohibited or Limited
The planting of trees in the vision triangle is prohibited All trees existing in the right of way shall be pruned to a minimum height of ten feet (10') above the ground or sidewalk surface and fourteen feet (14') above the adjacent roadway surface or be removed. Maximum height of any berm or vegetative ground cover shall be three feet (3') at maturity. No fences may be installed on a berm. No fences higher than three feet (3') are permitted. No structures or objects higher than three feet (3') are permitted, except publicly placed traffic devices. No signs taller than three feet (3') are permitted, except publicly placed traffic directing devices.
Corrective Action: Trim all shrubs located in the forty foot vision triangle down to a height of no more than three feet (3') to allow for vision clearance.
Correct By: 03/10/2026

We would really appreciate your help in achieving compliance no later than Correct By date(s) listed above. I encourage you to please call me at 208-455-4625 for any questions surrounding this issue or if additional time is needed to comply with this request. Thank you in advance for your willingness and cooperation in helping us continually achieve a safer, stronger and more beautiful City.

Sincerely,

Jene Price
Code Compliance Official
City of Caldwell Planning and Zoning Department

Attachments: Photo



City of Caldwell - Community Development
PLANNING AND ZONING DEPARTMENT

205 S. 6th Ave.
Caldwell, ID 83605

Phone: (208) 455-3021

INTENT OF ABATEMENT NOTICE

March 10, 2026

LACH KRYSTYNA
814 TRAILSIDE DR
CALDWELL, ID 83607

RE: **Parcel #** R0747058700, **Case #** 26-000714

Dear LACH KRYSTYNA:

The City of Caldwell's Code Compliance Office has scheduled your property to be abated in five (5) days.

You have been informed of the specific violations on your property at **814 TRAILSIDE DR.** You have been given at least **13 days** to bring your property into compliance with Caldwell City Code. Your property remains in violation of City Code, **with the existence of shrubs causing a vision obstruction within the vision triangle.**

You have 5 days, or until March 17, 2026, to trim all shrubs located within the vision triangle down to a height of no more than three feet (3') to provide for vision clearance or the City will abate the property at your expense. You will be charged all contractor fees, administrative fee of $190.00, and abatement inspection fee of $110.00.

You are hereby notified, if you attempt to interfere with the City's efforts to abate your property, you may face prosecution and be found guilty of a misdemeanor.

If you wish to contest this order, you must within four days of the date of this notice file an appeal with the City Clerk. If you still have questions regarding this matter, you may contact me at 208-455-4625.

Sincerely,

Jene Price
Code Compliance Official
City of Caldwell Planning and Zoning Department
208-455-4625

Krystyna Lach
814 Trailside Dr.
Caldwell, ID 83607-1512

Caldwell 12.III 2026

City of Caldwell

W odpowiedzi na pismo z dnia 24 lutego 2026r., a otrzymane 02 dnia marca 2026r. - Case M. 26-000714 - wyjaśniam co następuje:

- W Caldwell mieszkam od 1988 roku - do chwili obecnej przy ulicy 814 Trailside Dr. Z chwilą zakupu działki i wybudowania domu podpisałam deklarację - między o przestrzeganiu Regulaminu Osiedlowego. (powtórzę po miesiącach 2-ch latach)

- Z chwilą zamieszkania (byłam jedną z pierwszych mieszkanek) zaczęłyśmy zamieniać suchą, trawiastą ziemię wokół naszych domów na przydomowe grządki. Były to duże wydatki, ale wszyscy pragnęliśmy życia w normalnym świecie.

Posadziłam w koło swojej posesji "tuje", trawę, krzewy kwiatowe, owocowe i dekoracyjne. A wszystko to miesiącami pięknego białego "potoku", którego koszt zainwestowania wyniósł $7.000.

Specjalnie nowicjuszy zaczęłam zapisywać swoje

dwóch kobiet domów i wkrótce wszędzie się zaczęło. Nawet nasze dzieci spotykają na "ocenach". Zawiązały się przyjaźnie. Martyniła i potykają nas przyjaźń.

- W tym samym czasie miasto Caldwell wyglądało inaczej. Ulice nie posiadały chodników, chodziliśmy po ulicach po których jeździły samochody to z jednej i drugiej strony. Czy było bezpiecznie? Nie chcę miasto odpowiedzieć na to pytanie. Taka sytuacja nie zmieniła się szybko.

- Dzisiaj miasto nie szanuje naszej historii "osiedlowej" zaczęło marnieć pewne pisy (miasto Caldwell nie ma jeszcze istnieje, funkcjonuje na innych prawach)

Od 28 lat mieszkam w tym samym miejscu, a moje okno-kuchnia widzi w ciągu jednego dnia. Dwa lata mijają nie krzyżowały istnienia moich okien, które kwitną i pięknie pachną, a woń roznosi się daleko od swojego domu. Do tej pory było cicho i spokojnie, aż do momentu zmiany republikanów po Bushu. Nagle moje sąsiadów, zainteresowało się miasto. Wypłaca na to, że jest to dzielnica zaplanowana i ma na celu odkrzewienia mi.

Wokół przeciętnych „inteligentów" (wzglądnych) na swoich
drzewach chce się zmieścić, ściąć drzewa, które
podnoszą wartość mojej posiadłości. Wysyłamy się
pismo jak: 02-11-01 I Nuisance. Pytanie od kiedy
te przepisy obowiązują? Gdzieś prawo nie sięga
wstecz. Również interesującą jest zakaz: 10-02-03-
12[6] Vision triangle. Trailside ulica znajdującą się
na Osiedlu. Co robić mieć przez 28 lat?
I dlatego może moje posiadłości zainteresował
się miasto (który wysłał mi kwestionariusz i
obecnie nie pomoże "tego" problemu. A jeżeli nie
jest to złośliwość, to ten "problem" można rozpo-
zać bardzo szybko, małym kosztem i przy zacho-
waniu obu stron. Wymagany postawić - lustro
wklęsłe - po drugiej stronie osiedlowej ulicy.
Widoczność będzie wystarczająca dla "strażaków"
i mieszkańców - klientów Osiedla. Taka
praktyka jest stosowana na całym świecie.
Dzięki lustrom odczuwają zieleń, która jest
wszędzie - "pięknem miast" - (policzą dentystów
a odstępy tych wizytówek do własnego życia).
Na ten temat rozmawiałem z "policją drogową"
której opinia jest przychylna dla mojego
rozwiązania "problemu" na Osiedlu. Potwierdza

jest mędrość i dobra wola.

Natomiast istnieje ponadto problemy wokół nas jak:

1. Żła, niezdrowa woda pitna, powodująca wiele chorób,
2. Następny problem to narkotyki. Bezpieczeństwo świadkiem używania narkotyków przez młodzież szkolną,
3. Vandalizm - wystarczy zobaczyć mój zniszczony płotkiem parkan, którego koszt postawienia wynosił $7.000.- Potem 2 razy był całkowicie wymieniany i ponownie zniszczony. Zgłaszałem vandalizm na Policję. Dzisiaj już nie warto na odnowienie, bo nie można się pozbyć uczucia zniszczenia...
4. Transport - Caldwell nie posiada transportu publicznego w pełni tego słowa znaczenia. Brak transportu odbija się na naszym codziennym życiu. Problem kontaktu z lekarzem (do Boise jest ~ 30 mil), brak komunikacji ze znajomymi z pobliskich miejscowości, wielki problem z zakupami, załatwianiem spraw życia codziennego. Co mogą robić ludzie

współpracami, a letnimi miesiącami przerwami się, itd. itd.

5. Wreszcie mamy ostatnie pytanie: dlaczego od dłuższego czasu nikt z kontrolujących nie zgłosił zapotrzebowania jakim jest potrzeba płyty chodnikowej (na mapie) Trailside / Oxbow. Dlaczego od lat jest niedrożna?

I na koniec chcę zaznaczyć, że zaproszenie zdrowia nie są moje słowa (inwektywy), ale niegdyś z poważnymi chorobami (jak mówi Prezydent D. Trump. Myślę, że u Caldwell jest inaczej. Więc warto skoncentrować się na tym temacie. Niedługo kończy się sezon turystyczny, dlatego na które nie zaprzeczają.

A koszt "lustra ołowianego" to koszt minimalny więc budżet miasta nie ucierpi, a rozwiąże konflikt pomiędzy mieszkańcami Osiedla a władzami Caldwell, za co z góry serdecznie dziękuję.

Jeżeli potrzebne jakieś inne informacje proszę o kontakt tel. 208 (453-9621), albo proszę skierować z moim adresem zamieszkania.

Dziękuję za uprzejmość i życzliwość wtedy miasta Caldwell.

Krystyna Lacey

Do wiadomości:

1. Mer Lucasa Caldwell
2. City Council
3. Planning + Zoning Department

Pismo jest w języku polskim, ale
odpowiedź może sformułować po angielsku.

RECEIVED BY
CALDWELL CITY CLERK
MAR 26 2026

Krystyna Lach
814 Trailside Dr.
Caldwell, ID 83607

Caldwell March 12/2026

City of Caldwell

In response to the letter dated February 24/2026 and received on March 2/2026 - a case no. 26 000 714, I explain the following:

- I have lived in Caldwell since 1998 until now, at 814 Trailside Dr. When I purchased the plot and build the house, I signed a commitment to respect the future Subdivision Regulations which come into being almost a year later.
- From the moment we moved in (I was one of the first residents), we began transforming houses into gardens. It was a big expense, but we all longed for a normal life.

I planted; thuja, grass, fruit tree, bushes, and ornamental shrubs around my property, and I topped it all off, I covered it all a three foot white vinyl fence, which cost was $7.000.

- The neighbors also began transforming the bare earth into a more human-looking space. As soon everything was green.

Our dreams come true. We formed friendships that i hope exist to this day.

- I haven't broken any regulations of subdivision. For years no one questioned the ~~eg~~ egxistence of my trees. I hearing many compliments; the beautiful smell from my garden spreads far from my property.

- Previous City officials had no complaints about my property.

Now (after election) the City officials change, there be a sudden surge of interest in 814 Treadstone Dr.

- Today the City does not respect our agreement, it imposes its own regulations, destroying our peace of mind, try to model the subdivision to his taste, without concerning residents, and applying the law backwards. Furthermore, by referring to people, the city is going against the residents, but the City has forgotten it's history, (but we, the people remember). At the time (1988) the "town" of Caldwell looked completely diffrent that it does today, very, very diffrent, for example; the streets had no side walks, We walked on streets with cars driving back and forth. This situation lasted for quite a long time.

my question now is: "When did you create the regulations you are referring to in 2026?"

- But for stopping this problem (behind ~~it's seat~~ residents and the City) I think, such a wise solution (I travel around the country and I spoke with the traffic police who supported my solution) is installation "street mirrors" at problem area, so the problem be immediately SOLVED. at minimal costs for the City of Caldwell. I think that wisdom and goodwill should results in a positive decision.

Thank you.

- TREES ARE LUNG WORLD "-

Sincerely

Kyrtem Leah.

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3712
REGARDING ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-2 (COMMUNITY COMMERCIAL) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

Ordinance No. 3712 provided for the rezone of:

A parcel of land being a portion of Government Lot 1 NE ¼ of Section 4, T3N, R3W, BM, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the NE corner of said Government Lot 1; thence S00°17'36"W, 659.81 feet on the east line of said Government Lot 1 to a point on the easterly extension of the North line of Cumberland Subdivision No. 1, Book 41 Page 31, Canyon County Records being the **POINT OF BEGINNING**; thence N89°40'23"W, 1331.76 feet on last said line and its westerly extension to the NW corner of Cumberland Subdivision No. 4, Book 46 Page 36, Canyon County Records; thence N00°15'57"E, 301. 79 feet on the west line of said Government Lot 1 to a point on the centerline of Soterra Way as shown on the plat of Soterra Subdivision Phase 1, Book 58 Page 27, Canyon County Records; thence S89°40'27"E, 131.50 feet on the easterly extension of last said centerline; thence N00°15'57"E, 46.16 feet; thence 73.09 feet along a curve to the right having a radius of 46.50 feet, an angle of 90°03'40", and a chord bearing N45°17'47"E, 65.80 feet; thence S89°40'23"E, 759. 73 feet; thence 73.27 feet along a curve to the right having a radius of 46.50 feet, an angle of 90°16'28", and a chord bearing S44°52'20"E, 65.92 feet; thence S00°15'57"W, 275.10 feet; thence 72.99 feet along a curve to the left having a radius of 46.50 feet, an angle of 89°56'20", and a chord bearing S44°42'13"E, 65. 73 feet; thence S89°40'23"E, 300.83 feet to a point on the east line of said Government Lot 1; thence S00°17'36"W, 26.50 feet on the last said East line to the **POINT OF BEGINNING**. Containing 8.84 Acres, more or less.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3712 was passed by the Council and approved by the Mayor on the 20th day of April, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 20th day of April, 2026, for publication on the 28th day of April, 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3712 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 20th day of April, 2026.

Oscar Klaas, Attorney for City of Caldwell

BILL NO. 60
ORDINANCE NO. 3712

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-2 (COMMUNITY COMMERCIAL) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Hearing Examiner and following the public notice and hearing procedures as required in Section 10-03-12, Caldwell Municipal Code, approved Case No. ZON25-000005 (Ambrosa Subdivision) at a public hearing held this 20th day of April, 2026.

Section 2. The parcel(s) are within the City of Caldwell, Idaho and the applicant has requested that said following described property(s) should be rezoned as follows:

Parcel(s) are more particularly shown on **Exhibits A and B** attached hereto.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above-described property(s) on the official zoning map and other area maps of the City of Caldwell, Idaho as R-2 (COMMUNITY RESIDENTIAL).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

ZONING EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being a portion of Government Lot 1 NE 1/4 of Section 4, T. 3N., R. 3W., Boise Meridian, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said Government Lot 1 thence on the east line of said Government Lot 1 S00°17'36"W a distance of 659.81 feet to a point on the easterly extension of the North line of Cumberland Subdivision No. 1 filed for Record in Book 41 Page 31, I.N. 2008027165, Canyon County Records being the Point of Beginning; thence on last said line and its westerly extension N89°40'23"W a distance of 1331.76 feet to the northwest corner of Cumberland Subdivision No. 4 filed for Record in Book 46 Page 36, I.N. 2017-056424, Canyon County Records; thence on the west line of said Government Lot 1 N00°15'57"E a distance of 301.79 feet to a point on the Centerline of Soterra Way as shown on the plat of Soterra Subdivision Phase 1 filed for Record in Book 58 Page 27 I.N. 2025-002568, Canyon County Records; thence on the easterly extension of last said centerline S89°40'27"E a distance of 131.50 feet; thence N00°15'57"E a distance of 46.16 feet; thence a curve to the right having a radius of 46.50 feet, a length of 73.09 feet, an angle of 90°03'40" and a chord bearing N45°17'47"E a distance of 65.80 feet; thence S89°40'23"E a distance of 759.73 feet; thence a curve to the right having a radius of 46.50 feet, a length of 73.27 feet, an angle of 90°16'28" and a chord bearing S44°52'20"E a distance of 65.92 feet; thence S00°15'57"W a distance of 275.10 feet; thence a curve to the left having a radius of 46.50 feet, a length of 72.99 feet, an angle of 89°56'20" and a chord bearing S44°42'13"E a distance of 65.73 feet; thence S89°40'23"E a distance of 300.83 feet to a point on the east line of said Government Lot 1; thence on the last said East line S00°17'36"W a distance of 26.50 feet to the Point of Beginning

The above described parcel contains 8.84 Acres, more or less.



EXHIBIT B: MAP EXHIBIT

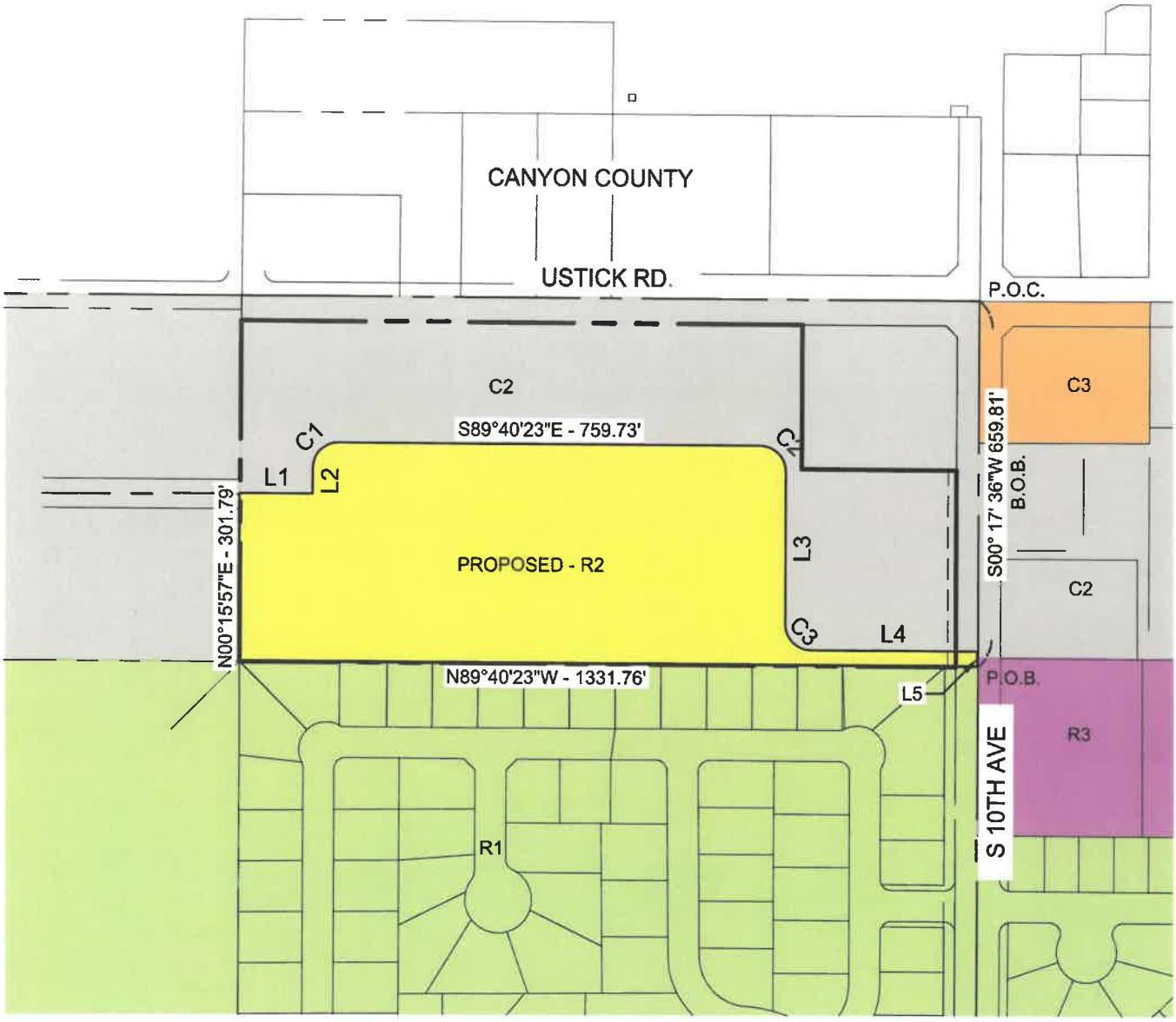
B.O.B. BASIS OF BEARING
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

ZONING EXHIBIT B

PORTION OF GOVERNMENT LOT 1, NE 1/4 SECTION 4, T.3N., R3.W.,
BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO.

Scale 1" = 300'
0 150' 300'

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.



Parcel Line Table

Line #	Length	Bearing
L1	131.50'	S89° 40' 27"E
L2	46.16'	N0° 15' 57"E
L3	275.10'	S0° 15' 57"W
L4	300.83'	S89° 40' 23"E
L5	26.50'	S0° 17' 36"W

Curve Table

Curve #	Length	Radius	Delta	Chord
C1	73.09'	46.50'	90°03'40"°	N45° 17' 47"E - 65.80
C2	73.27'	46.50'	90°16'28"°	S44° 52' 20"E - 65.92
C3	72.99'	46.50'	89°56'20"°	S44° 42' 13"E - 65.73

PROFESSIONAL LAND SURVEYOR LICENSED 18350 2/9/26 STATE OF IDAHO ANTONIO M. CONTI

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

JOB No: R25146

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division

COVER SHEET

Staff Planner: Katie Wright, Senior Planner

DOCKET NUMBER/CASE NUMBER	PROJECT NAME / TITLE
ZON25-000005/SPP25-000009	Ambrosa Subdivision
PUBLIC HEARING DATE	**PROPERTY /LOCATION**
4/20/2026 City Council Hearing	SWC 10th Avenue and Ustick Road

BRIEF SUMMARY OF APPLICATION REQUESTS:

☐ Annexation and Zoning ☒ Rezone ☐ Comp Plan Amendment ☐ Zoning Ordinance Text Amendment
☐ Special Use Permit ☒ Preliminary Plat ☐ Planned Unit Development ☐Development Agreement Mod

IMPACT ANALYSIS SUMMARY

This cover sheet summarizes potential development impacts that may result in the completion of the proposed development. This analysis does not consider the timing or phasing of such development and does constitute a complete assessment. The official staff report should be reviewed for a complete and comprehensive analysis of the project and findings for the project.

PROPOSED LAND USE AND ESTIMATED RESIDENT POPULATION INCREASE				
# Proposed Single Family Units:	56		Population = (DU * 3):	56 * 3 = 168
# Proposed Duplex & Multifamily Units:	-		Population = (DU * 2):	-
Proposed Commercial Acreage:	6.3 AC		***TOTAL estimated population increase:**	168
*Population projects are based on the average numbers of persons per household listed within Census.				

FIRE SERVICES	
Fire Dept Travel Response Time Goals:	90% within 4 min.
Closest Fire Station (in miles):	Station 2, 0.4 miles
Est. Response Time to Site:	2 minutes
Will this development have other significant impacts on the ability to provide services:	☒ Yes ☐ No
Will this development necessitate additional fire resources and/or equipment beyond current levels:	☒ Yes ☐ No
Will the development pay development impact fees?	☒ Yes ☐ No
Overall Comments, Recommendations & Fiscal Impact:	At this time, any additional rooftop developments or community growth directly impact our ability to effectively manage with the current, limited fire department resources. Until staffing and resources align with the existing population, any further expansion will continue to strain our operational capabilities.

POLICE SERVICES

Calls for Service in Area (YTD):	Nearby adjacent reporting districts have an average of 209.25 calls for service each year to date. The nearby RD's (3D, 3E, 3G, 3H) have a combined total of 837 reactive CFS from January 1st to March 2nd, 2026.
Call Types within Area:	**Top 20 Reactive Calls for Service in the Area**

Nature	#	%
Follow Up	22	8.06%
Welfare Check	17	6.23%
Suspicious	14	5.13%
Citizen Assist	12	4.40%
AC Animal at Large	12	4.40%
Agency Assist	10	3.66%
911 Disconnect Cell	8	2.93%
PD Accident	8	2.93%
Abandoned Vehicle	8	2.93%
AC Barking Dog	8	2.93%
Noise Complaint	7	2.56%
Attempt to Locate	7	2.56%
911 Cell Open Line	6	2.20%
Juvenile Problem	6	2.20%
Disturbance	6	2.20%
Threatening	5	1.83%
Extra Patrol	4	1.47%
AC Welfare Check	4	1.47%
Alarm-Commercial	4	1.47%
Parking Problem	4	1.47%

Workload Saturation (%):	Reporting districts 3D, 3E, 3G, 3H account for 837 (year to date) reactive CFS compared to a total of 4,027 total YTD. These RD's account for 5.20% of all reactive CFS YTD.
Traffic Crash Data:	**See Exhibits**
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No
Will this development necessitate additional police resources and/or equipment beyond current levels?	☒ Yes ☐ No
Overall Comments, Recommendations & Fiscal Impact:	Currently the city of Caldwell keeps a 1.2 sworn personnel to 1000 citizen ratio. With the addition of 156 citizens, it would necessitate an increase of sworn personnel by 0.18 personnel to maintain the current ratio.

PUBLIC SCHOOLS

School District	Caldwell
Capacity to Serve *(Based on Response from District)*	☐Yes ☐No ☐ School was not specific in their response ☒No response received from District
Schools that will Serve Development Vallivue Map Caldwell Nampa	Caldwell High School Lewis and Clark Elementary Syringa Middle School

UTILITIES AND INFRASTRUCTURE

Adequate public utilities and services, including water, wastewater, stormwater, and other necessary infrastructure, are available or can be reasonably extended to serve the proposed development. Utilities shall have sufficient capacity to accommodate the proposed development at building permit issuance. Where necessary, the applicant shall construct or extend required facilities in accordance with City standards as a condition of approval.	☒Yes ☐No
Traffic Impact Study Completed?	☐Yes ☒No ☐Not Required **Required prior to Construction Drawing plan review**
Are Traffic Improvements Required for Development?	☒Yes ☐No
Are All Traffic Improvements Listed as Conditions of Approval?	☒Yes ☐No

REQUIRED INFRASTRUCTURE IMPROVEMENTS
☒ Curb and Gutter ☒ Sidewalk ☒ Street Widening ☐ Construction of Roundabout ☐ Traffic Signals ☒ Turn Lanes ☐ Well ☐ Lift Station ☒ Utility Main Line Extensions ☐ Public Pathways ☒ Crosswalks ☐ School Crossing Beacons ☐ Transit Stop ☐ School Bus Stop ☐ Public Pathways ☒ Landscaping / Open Space ☒ Land Use Buffering / Screening ☐ Other:

DEVELOPMENT AGREEMENT	
Does the subject parcel(s) have an existing Development Agreement in place?	☐Yes ☒No
If not, is staff recommending the development be subject to a Development Agreement?	☒Yes ☐No

OTHER SUBSTANTIAL ADVERSE AND DEMONSTRABLE IMPACTS

Caldwell Community Development Department
Planning and Zoning Division
STAFF REPORT / FINDINGS
Public Hearing Item | City Council | 4/20/2026
Continued from 4/06/2026

Staff Planner: Katie Wright

CASE NO(s): ZON25-000005 / SPP25-000009
Project Name: Ambrosa Subdivision

HEARING BODY RECOMMENDATION

The Hearing Examiner at the 2/24/2026 public hearing recommended DENIAL of the rezone and preliminary plat subject to the conditions listed herein.

CITY COUNCIL DECISION

This will be updated once the City Council has made a decision and prior to final signature.

The City Council at the 4/20/2026 public hearing, APPROVED/DENIED Case No (s): ZON25-000005/SPP25-000009

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Rezone of 8.84 acres from C-2 to R-2 with an associated Development Agreement.
- Preliminary Plat consisting of ~~63~~ 56 single family detached lots in the requested R-2 zone and 7 commercial lots (6.21 acres) in the C-2 zone, on a total of 16.57 acres.



Applicant:	Jeff Likes, ALC Architecture
Property Owner:	Bennett Forest Industries, INC
Parcel ID Number(s):	R3258200000 (14.95 AC) and R3258100000 (1.62 AC)
School District:	*Caldwell*
Staff Summary of Review:	*Staff thoroughly reviewed and analyzed the above-listed applications and finds that all applications and development proposals are:* ☒ **COMPLIANT** with all applicable city codes, regulations and policies, if all conditions of approval are met. ☐ **NOT COMPLIANT** with all applicable city codes, regulations, and polices.

DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the Council approves any application, the Council must find and conclude the proposed applications are compliant with **Caldwell City Code approval criteria as listed within section VI. PUBLIC HEARINGS.**

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF APPLICATION FOR A REZONE OF 8.84 ACRES FROM C-2 TO R-2 AND A PRELIMIANRY PLAT CONSISTING OF 56 SINGLE FAMILY DETACHED LOTS IN THE REQUESTED R-2 ZONE AND 7 COMMERCIAL LOTS (6.21) IN THE C-2 ZONE WITH AN ASSOCIATED DEVELOPMENT AGREEMENT, ON A TOTAL OF 16.57 ACRES.

Property Owners: Bennett Forest Industries, INC.

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

Case No. ZON25-000005 / SPP25-000009

I. APPLICATION FACTS

Applicant:	Jeff Likes, ALC Architecture
Property Owner:	Bennett Forest Industries, INC
Application Requests and Development Proposals:	Application for a rezone of 8.84 acres from C-2 to R-2 with the associated Development Agreement; and Application for a Preliminary Plat for ~~63~~ 56 single family detached lots with ~~0.98~~ 0.93 acres of open space in the requested R-2 zone and 7 commercial lots (6.21 acres) in the C-2 zone, on a total of 16.57 acres.
Applicant Submission:	The applicant, Jeff Likes, on behalf of the property owner, Bennett Forest Industries, INC., submitted an application on 10/7/2025.
Proposed Site Location:	The subject site is located on the SWC of 10th Ave. and Ustick Rd., with a property address of 106 E USTICK RD and 0 10TH AVE, described as a portion of NE ¼ of Section 4, T3N, R3W, B.M.
Parcel Number(s):	R3258200000 (14.95 AC) and R3258100000 (1.62 AC)
Property Size:	Approximately 16.57 acres, more or less
Jurisdiction:	The property is currently located in the City of Caldwell
Applicable Regulations	Applications were thoroughly analyzed and reviewed for compliance with: a. City of Caldwell Zoning Ordinance No. 1451, as amended b. City of Caldwell Subdivision Ordinance, as amended

and Guiding Documents:

c. City of Caldwell Comprehensive Plan, as amended
d. Treasure Valley Tree Selection Guide
e. Bicycle and Pedestrian Master Plan
f. Caldwell Transportation Master Plan
g. Idaho Code

Public Notifications:

The following noticing was completed in accordance with Caldwell City Code Section 10-03-12:

Neighborhood Meeting Held	9/15/2025
Public Agency Notification Sent (See attached exhibit for list of agencies notified)	1/2/2026
(500') Radius Notices Mailed - Hearing Examiner Hearing (Min. 15 days prior to hearing)	2/4/2026
Legal Ad Published - Hearing Examiner Hearing (Min. 15 days prior to hearing)	2/7/2026
Physical Site Posted - Hearing Examiner Hearing (Min. 10 days prior to hearing)	2/9/2026
Applicant Proof of Posting Received - Hearing Examiner Hearing	2/11/2026
Hearing Examiner Public Hearing	2/24/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	3/17/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	3/20/2026
City Council Public Hearing - *No Public Hearing; Continued*	4/6/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	3/17/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	3/20/2026
Physical Site Posted – City Council (Min. 10 days prior to hearing)	4/5/2026
Applicant Proof of Posting Received – City Council	4/8/2026
City Council Public Hearing	4/20/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Caldwell
Water Services:	City of Caldwell (Municpal Water)
Sewer:	City of Caldwell (Municipal Sewer)
Trash:	Republic Services
Irrigation Services:	City of Caldwell (Pressurized Irrigation)

Irrigation District: Pioneer Irrigation District

Others: n/a

Political Subdivisions Notification and Comments:

In accordance with Idaho Code, notice was provided to all political subdivisions providing services within the planning jurisdiction, including school districts. Public agency comments were received from the following agencies and are included in their entirety as part of the official record and the exhibits attached hereto.

1. Idaho Transportation Department – no comments or concerns at this time.
2. City of Caldwell Engineering Department – Provided general conditions for approval. Specific conditions are provided regarding the Traffic Impact Study and development timing. **See Exhibit 2 of this report for full comments from Engineering.**
3. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval.
4. City of Caldwell Mapping Department – Stated the project can be approved and provided general conditions of approval.
5. City of Caldwell Police Department – Provided data for the staff report.

Public Comments Received:

Public comments were received from the following and are included in their entirety as part of the official record and the exhibits attached hereto.

a. Letter received in opposition from Ray and Sherry Marsicola on December 22, 2025 stating concerns regarding the density, the residential being prioritized rather than the commercial, and the potential danger of the stub street leading to their backyard.
b. Letter received in opposition from Linda Davis on February 24, 2026 stating concerns regarding the density and that the homes would be two stories.
c. Letter received in opposition from Jeff Allen on April 3, 2026 stating desire to have the property remain commercial and if the rezone is approved, that the southern residential lots are limited to single story homes.
d. A letter received in opposition from Laura Shannon on April 7, 2026 stating that the homes shall be restricted to single story and a development agreement shall be put in place to ensure the uses that will be located on this property. She also wants the commercial uses to be built first and that adequate parking be provided. She requested that this letter replace her public comment submitted previously for the Hearing Examiner meeting. Her previous letter was also in opposition.
e. Public testimony given at the public hearing will be included in the official minutes of the record.

Site / Project Background and History:

In 2001, Parcel R3258200000 was part of an application to annex 76.5 acres (ANN-50-01). The subject parcel was annexed with the initial zone C-2, along with the parcel where Walgreens is currently located. The rest of ANN-50-01 is not part of this application.

Also in 2001, Parcel R3258100000 was annexed into the City with the initial zone of C-2 (ANN-56-01). At the time, this parcel had a single-family home that has since been demolished.

Site Features:	*Floodplain:*	The property is not within a flood zone.
	Mature Trees:	A handful of existing trees are located within the existing lots
	Streams & Creeks:	None
	Wildlife Habitat:	None
	Riparian Habitat Area:	None
	Steep Slopes & Hillsides:	None
	Canals, Ditches, & Drains:	None
	Other, Describe:	Outparcels – Walgreens on the SWC of 10th Ave and Ustick Rd. is not included in this application.

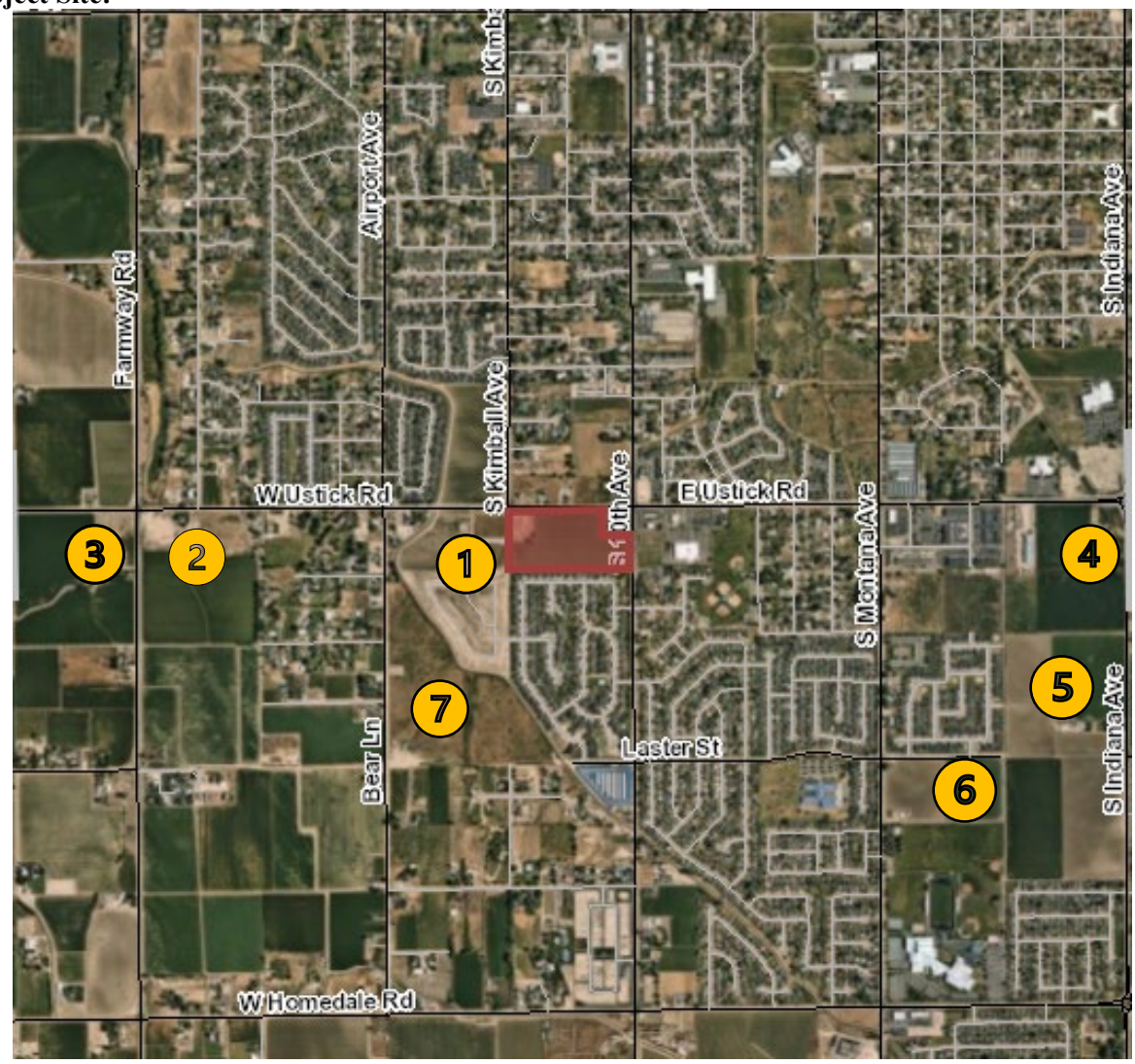
Site and Surrounding Zoning Classifications:	*Site:*	C-2 (Community Commercial) - City
	North:	R-1 (Single Family Residential) – Canyon County
	South:	R-1 (Neighborhood Residential) - City
	East:	C-1 (Neighborhood Commercial) – City C-2 (Community Commercial) - City
	West:	C-2 (Community Commercial) – City

Site and Surrounding Land Uses (existing):	*Site:*	Vacant Land
	North:	Single Family Homes
	South:	Single Family Homes
	East:	Walgreens Maverick Walmart
	West:	Soterra Commercial (undeveloped, but entitled)

Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Community Center
	North:	Community Center
	South:	Neighborhood 2
	East:	Community Center
	West:	Community Center

Approved Developments within 1-Mile Radius of Subject Site:

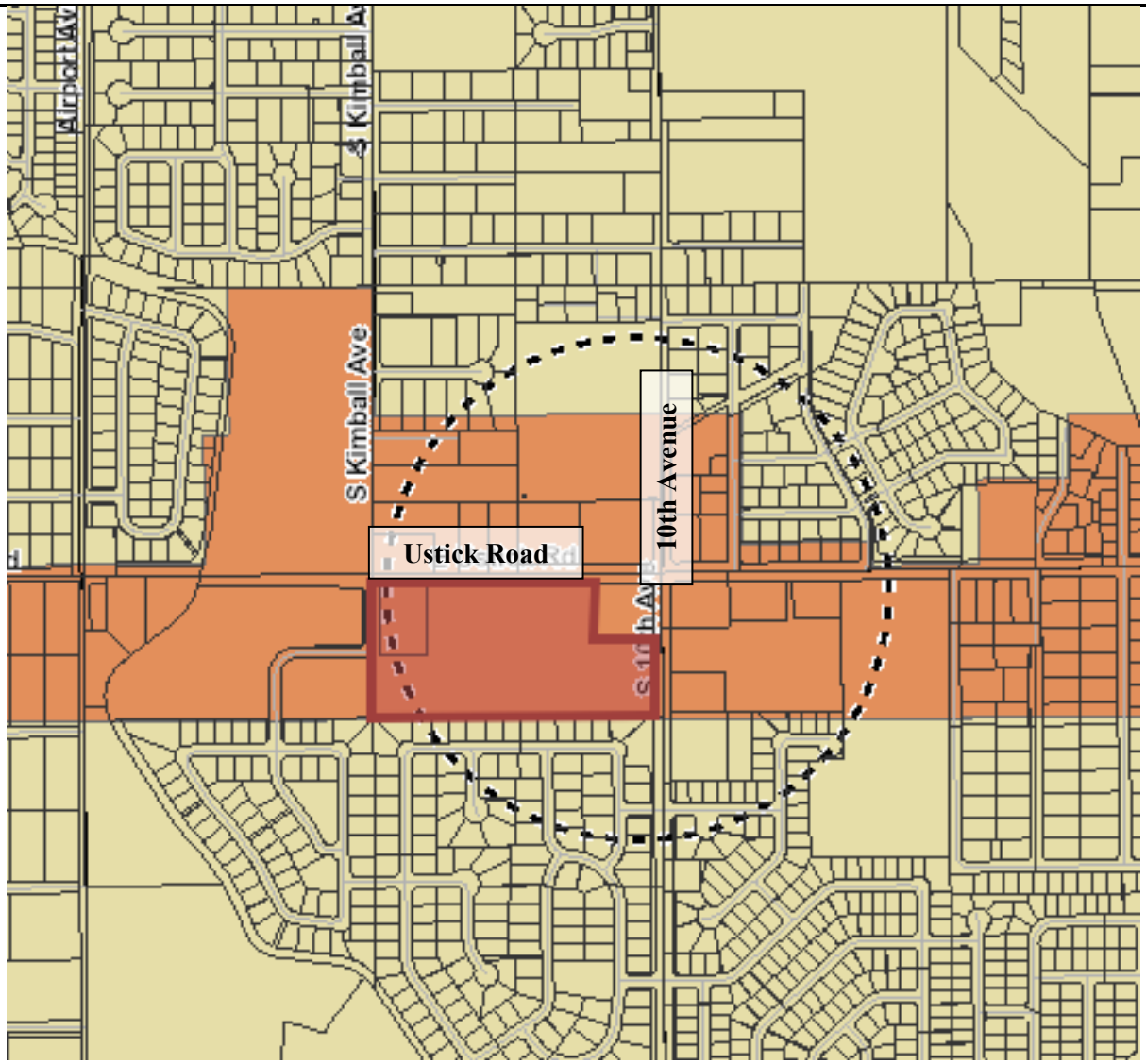
Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



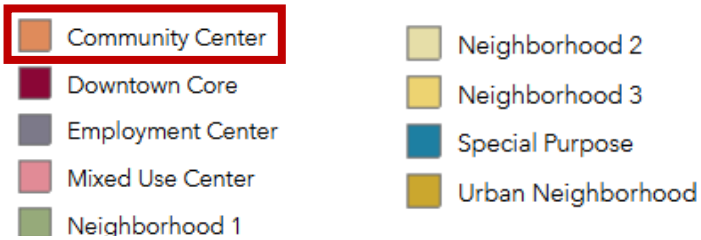
Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	Soterra – phase 1 complete, submitted phase 2 and 3 for modification.to add 55 single family homes and reduce commercial to 3.23 acres.
2	Mirandesa – 121 single family homes detached, 24 single family attached, and 3.35 acres of commercial; has not submitted any final plat at this time.
3	Farmway Crossing – 115 Single Family homes; phase 1 final plat submitted.
4	Greenmont – 70 single family homes and 13.65 acres of commercial; first and only plat has been approved and recorded and a number of building permits have been approved.
5	Greenmont South – 343 single family detached homes; phase 1 final plat approved but not recorded.
6	Lenity Living II – 180 multi-family units, 2 duplex units, and 9 tri-plex units; construction drawings/final plat are under review
7	Prairie Creek – 119 single family homes; TE approved, no final plat submitted

II. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map



CCC 10-03-03 and Caldwell Comprehensive Plan (2025) Analysis:

The Comprehensive Plan Land Use Map depicts the subject site **(outlined in red).** The subject site is designated within the future land use map as Community Center. Surrounding parcels are designated as Community Center to the North, East, and West, with Neighborhood 2 to the South.

The Comprehensive Plan calls out this location as an "Area Hub" which encourages larger scaled buildings and more intense uses with higher density. The Comprehensive Plan also mentions a public gathering place. The commercial buildings will be required to submit for Design Review and staff will review the commercial

elevations at that time. The large scaling of the building is not codified, so this is not required by code. The Comprehensive Plan also mentions that 10th Avenue and Ustick Road are "Key Corridors" which require Design Review prior to building permit approval for all new structures (commercial or residential) that directly abut said corridors.

The Community Center Placetype is a low to mid intensity commercial place type that focuses on creating a destination for residents. The Community Center provides a focal point where people can connect. They are easily accessible and provide commercial services that serve the needs of the community. For projects that include residential uses, the residential density shall be a minimum of 8 dwelling units per acres and shall not exceed 15 dwelling units per acre.

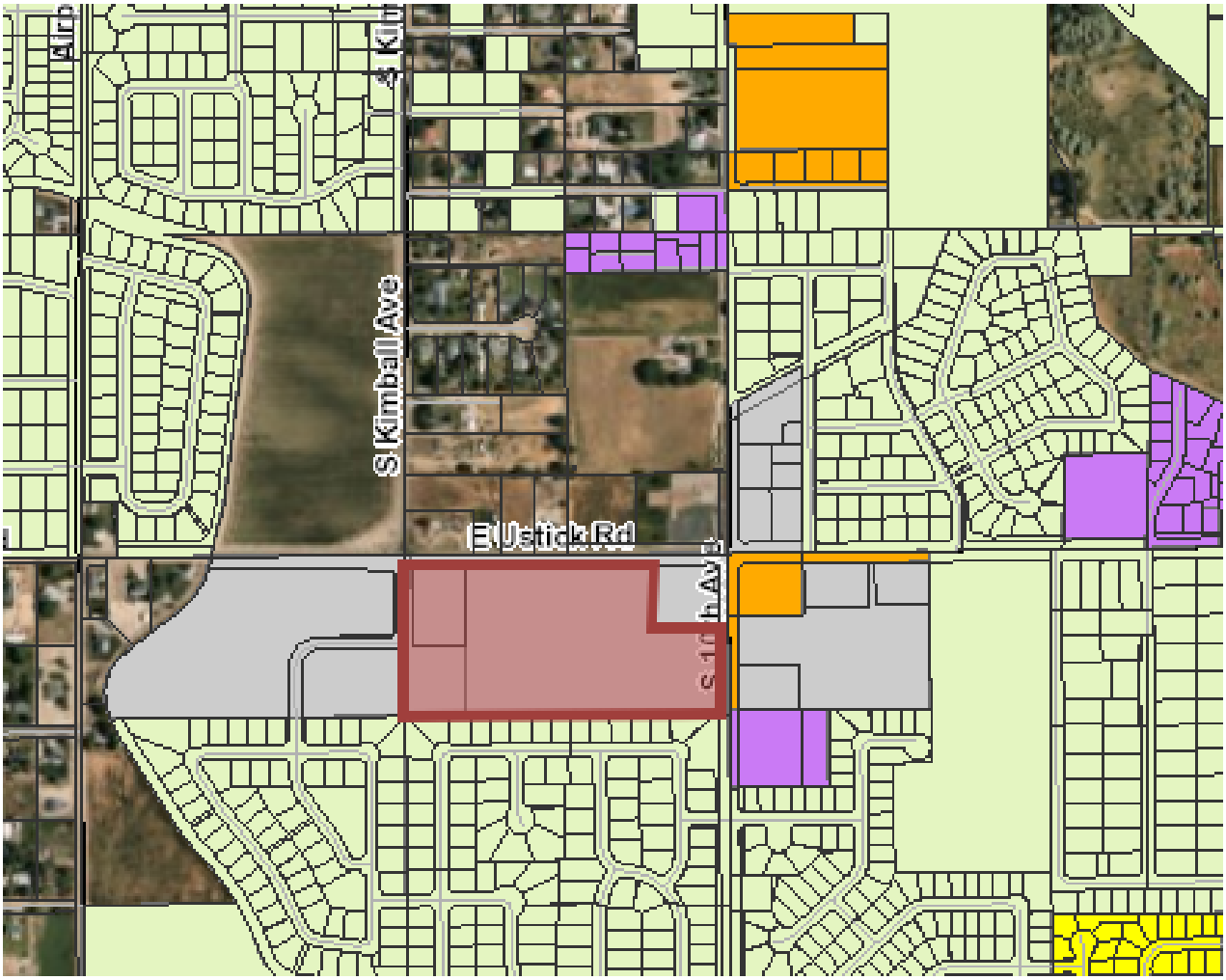
The Community Center Placetype describes this area should have two to five story buildings with parks and plazas that provide as public gathering spaces. At this time, commercial elevations have not been reviewed at this time; staff will review these at time of building permit for conformance to City code. The applicant is proposing a lower intensity for the commercial uses, which doesn't comply with what the comprehensive plan is proposing for this area.

The applicant is proposing a residential density of ~~7.13~~ 6.3 dwelling units per gross acre, which is below the required density for the Community Center Placetype, making it noncompliant with the Comprehensive Plan. The proposed site plan has the residential development along the southern boundary, providing a transition from the Neighborhood 2 Placetype directly to the south, which has a density of 2-8du/acre. If the applicant were to try and meet the minimum density with detached single-family homes as currently proposed, they would not be able to meet the open space requirements, as the current lot sizes are slightly above the code minimum for the R-2 zone.

Staff Comment:
This location is called out in the Comprehensive Plan as an "Area Hub", yet the applicant is not proposing the 3-5 story buildings nor the large gathering area focus. ***Staff has conditioned that at the time of Design Review, the applicant shall propose a large gathering area/public plaza.***
Staff finds the scaling and density provide a smoother transition from the larger lot single family development to the south. To be in compliance with the density, lots would need to either be reduced in size to no longer meet the zone or a more intense land use would be required. City Council may determine to allow the reduced density and the reduced scaling for an Area Hub through approval of the development agreement.
Therefore, staff finds the overall proposed development plan is generally consistent with the goals and policies from the adopted Comprehensive Plan as listed in Table 1 below, based on the known factors at the time of publication of this staff report.

TABLE 1: CONSISTENT COMPREHENSIVE PLAN GOALS AND POLICIES	
CHAPTER 3: CONNECTED COMMUNITY	
Goal 3:	DEVELOP COMMERCIAL AND MIXED-USE CORRIDORS THAT CREATE A STRONG SENSE OF PLACE AND SUPPORT ALL MODES OF TRANSPORTATION.
Policy 3.3	Facilitate improvements and intensification of activity along major commercial corridors with mixed-use development oriented toward the corridor.
Goal 4:	ENSURE SAFE, COMFORTABLE, AND ACCESSIBLE PATHWAYS FOR PEDESTRIANS, CYCLISTS, AND OTHER NON-MOTORIZED USERS.
Policy 4.4	Close gaps in the sidewalk network to provide continuous and accessible pedestrian pathways throughout the city.
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Goal 2:	CREATE DISTINCT AND INCLUSIVE NEIGHBORHOODS WITH A FOCUS ON HIGH-QUALITY DESIGN, CONNECTIVITY, AND LIVABILITY.
Policy 2.4	Encourage neighborhood-serving services and retail businesses near residential neighborhoods to provide convenient access to daily needs.
Goal 3:	CONCENTRATE DEVELOPMENT CLOSER TO THE CITY'S CORE AND PRESERVE A RURAL TRANSITION AT THE CITY'S WESTERN AND NORTHERN BOUNDARIES.
Policy 3.1	Focus high-density residential development in areas with adequate services and near commercial centers.
CHAPTER 7: INTENTIONAL AND DISTICT CENTERS	
Goal 2:	ESTABLISH COMMUNITY CENTERS THAT SERVE CALDWELL NEIGHBORHOODS.
Policy 2.1	Expand daily services and retail opportunities for residents adjacent to neighborhoods.
Policy 2.2	Encourage a mix of commercial and residential uses in the Community Center place type to expand housing choices.
Goal 3:	DEVELOP AND ENHANCE A VARIETY OF MIXED-USE CENTERS TO BE UNIQUE, ATTRACTIVE, AND DYNAMIC PLACES TO LIVE, WORK, PLAY, SHOP, AND DINE.
Policy 3.3	Focus commercial development along corridors and at gateways to leverage access to public transit and local and regional vehicle trips.
Goal 4:	ENHANCE CALDWELL'S EMPLOYMENT CENTERS AND SPECIAL PURPOSE AREAS TO FURTHER GENERATE ECONOMIC AND EMPLOYMENT OPPORTUNITIES.
Policy 4.3	Ensure an adequate inventory of commercial and industrial property for new and growing businesses.

III. STAFF REVIEW AND ANALYSIS – ZONING MAP ANALYSIS AND AMENDMENT



Map Exhibit (Above): City of Caldwell Zoning Map

R-S-1 Semi-Rural Residential-1	C-1 Neighborhood Commercial	I-P Industrial and Business Park
R-S-2 Semi-Rural Residential-2	C-2 Community Commercial	M-1 General Industrial
R-1 Neighborhood Residential	C-3 General Commercial	M-2 Heavy Industrial
R-2 Community Residential	C-4 Service Commercial	A-D Airport District
R-3 Urban Residential	C-C Downtown Central Business	MXC Mixed-Use / Regional Comm.
H-D Healthcare District	Downtown City Center	T-N Downtown Transition Neighborhood
Public District	C-D College District	

In 2001, Parcel R3258200000 was part of an application to annex 76.5 acres (ANN-50-01). The subject parcel was annexed with the initial zone C-2, along with the parcel where Walgreens is currently located. The rest of ANN-50-01 is not included in this application.

Also in 2001, Parcel R3258100000 was annexed into the City with the initial zone of C-2 (ANN-56-01). At the time this parcel had a single family home that has since been demolished.

This applicant has requested for the southern 8.84 acres to be rezoned from C-2 (Community Center) to R-2 (Community Residential) for the purpose of constructing a mixed-use preliminary plat consisting of detached single-family lots and commercial lots.

Both the C-2 and R-2 zones are noted as compatible zoning districts within the Community Center Placetype in the Comprehensive Plan.

According to Caldwell City Code, the purpose of the R-2 Community Residential zone is to "provide areas by zoning procedures in accordance with the comprehensive plan that accommodates a larger variety of lot sizes and housing types. This includes single-family residential (including accessory dwelling units) and missing middle housing types such as townhomes, duplexes, triplexes, fourplexes, cottage courts, small scale multi-family, or mansion house apartments. Supporting or secondary land uses may include small-scale mixed-use or live/work housing types, and commercial activities and services that are generally only found at major intersections of arterial and collector roadways".

According to Caldwell City Code, the purpose of the C-2 Community Commercial zone is to "provide areas by zoning procedures in accordance with the comprehensive plan that accommodate businesses which provide convenient goods and services to a daytime work population as well as the residents of surrounding neighborhoods". The commercial uses shall be in compliance with the land use schedule for the C-2 zone at time of business license.

The code requires that all lots fronting an arterial within the Community Center Placetype shall be commercial uses, which this applicant is proposing. These buildings will be required to submit for Design Review as 10th Avenue and Ustick Road are called out in the code as "Key Corridors" which requires specific design guidelines for lots fronting these arterials.
Staff Comment: *The single-family residential use proposed is a permitted use within the R-2 zone; lot sizes, frontage, and density have been reviewed with this application and appear to meet code. The applicant is proposing a residential density of ~~7.13~~ 6.3 du/acre, which is below what the code requires due to this site being within the Community Center Placetype.* ***The gross density deviation is being requested through the Development Agreement. City Council shall determine if this density, intensity of uses proposed, and transition of uses fits this area and the neighborhood.***

IV. STAFF REVIEW AND ANALYSIS – PRELIMINARY PLAT AND DEVELOPMENT PLAN

The project proposes ~~sixty-three~~ fifty-six (56 ~~63~~) single family homes within the R-2 zone and 6.21 acres of commercial in the C-2 zone. The single-family homes are permitted within the R-2 zone. The development has a residential density of ~~7.13~~ 6.3 du/acre which is below the minimum density of 8 du/acre for this area, based on the Community Center Placetype. The single-family development to the south does have significantly larger lots with a lower density, which has led to the applicant requesting a lower residential density than in the Comprehensive Plan and the Code. The applicant is requesting this deviation through the Development Agreement to create a transition from these larger lots to the commercial. A proposal that would at least partially meet the comprehensive plan; higher density against the development to the south, may not be as compatible. Many commercial uses are permitted within the C-2 zone and/or shall comply with the Caldwell City Code at time of building or business permit.

Detailed Breakdown of Phasing and Types of Land Uses:

A detailed breakdown of the phasing and types of land uses for the proposed project are as follows:

Phased Development?	☐ Yes ☒ No	How Many Phases?	-

Residential Type	# of Lots	# of Buildings	# of Dwelling Units
Single-Family Detached	~~63~~ 56	~~63~~ 56	~~63~~ 56
Common Lots	~~9~~ 8	n/a	n/a
TOTAL	~~72~~ **64**	~~63~~ **56**	~~63~~ **56**

Non-Residential Type	# of Lots	# of Buildings	# of Tenant Spaces
Commercial	7 (6.21 AC)	Unknown	unknown

Staff Comments*: Prior to the Hearing Examiner hearing, the applicant reduced the number of single family detached lots from 63 to 60 to provide additional open space. After the Hearing Examiner recommendation of denial due to a lack of transition, the applicant modified the plans to go from 60 to 56 single family detached lots to address the neighboring residents' and the Hearing Examiner's concerns about the lot sizes on the southern boundary. The reduction of the 4 residential lots allowed the applicant to increase the size of the single-family detached lots that are along the southern boundary from 40' wide to 50' wide lots to provide a smoother transition from the larger lots to the south of this proposed development.*

Dimensional Standards Analysis:

The Caldwell City Code provides bulk zoning standards for regulating the size, height, and setback requirements for buildings and structures within a particular zoning district; and standards for lot dimensions and spatial arrangements.

The following are the required bulk requirements and dimensional standards for the **R-2 zone** in accordance with Caldwell City Code, and the dimensions proposed by the subject development:

Minimum Lot Size	Required	Proposed
Interior Lot Area (sq. ft.)	4,000sqft	4,191sqft
Corner Lot Area (sq. ft.)	5,000sqft	n/a
Minimum Lot Width / Frontage (ft.)	30'	40'
Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22'	Shall comply with code at time of building permit
Front Yard Setback, Living Area; Minimum (ft.)	15'	
Interior Side Yard Setback (ft.) (Minimum)	5'	
Street Side Yard Setback (ft.) (Minimum)	15'	
Rear Yard Setback (ft.) (Minimum)	15'	
Alley (Garage/Parking) Setbacks: Minimum (ft.)	5'	
Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.) *	30'	30'
Residential Density Range in Gross units /acre	8-15 du/acre	~~7.13~~ 6.3 du/acre Requesting reduced density through the DA

* Regardless of the zoning district, if a new mixed-use, multi-family, or non-residential structure is being built immediately adjacent to a single-family residence, the maximum height of the new structure shall be 30' unless allowed to exceed such maximum height by special use permit approval. For the purposes of this requirement, immediately adjacent to shall mean within one hundred fifty (150) feet, as measured from structure to structure.

The following are the required bulk requirements and dimensional standards for the **C-2 zone** in accordance with Caldwell City Code, and the dimensions proposed by the subject development:

Minimum Lot Size	Required	Proposed
Interior Lot Area (sq. ft.)	0sqft	42,253sqft
Corner Lot Area (sq. ft.)	0sqft	19,602sqft
Minimum Lot Width / Frontage (ft.)	0'	101'
Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	0'	Shall comply with code at time of building permit
Front Yard Setback, Living Area; Minimum (ft.)	0'	
Interior Side Yard Setback (ft.) (Minimum)	0'	
Street Side Yard Setback (ft.) (Minimum)	0'	
Rear Yard Setback (ft.) (Minimum)	0'	
Alley (Garage/Parking) Setbacks: Minimum (ft.)	0'	
Scale and Massing	**Required**	**Proposed**
Maximum Building Height (ft.) *	55'	55'
Residential Density Range in Gross units /acre	n/a	n/a

* Regardless of the zoning district, if a new mixed-use, multi-family, or non-residential structure is being built immediately adjacent to a single-family residence, the maximum height of the new structure shall be 30' unless allowed to exceed such maximum height by special use permit approval. For the purposes of this requirement, immediately adjacent to shall mean within one hundred fifty (150) feet, as measured from structure to structure.

Staff Comments: *Staff finds that the applicant is proposing lot sizes and frontages that comply with the standards for each respective zone. Setbacks for each individual building lot shall be reviewed for compliance at the time of building permit submittal. The proposed gross density is below the 8 du/ac noted within the comprehensive plan and City code for the Community Center Placetype, but the applicant is requesting this reduction through the Development Agreement, as it is the only avenue to request such a deviation from code standards.*

CCC 10-02-05 Off-Street Parking Standards:

The Caldwell City Code has provisions addressing the minimum and maximum number of off-street parking spaces accessory to designated uses, shared parking lots, off-street loading, parking lot lighting, and bicycle parking.

The following provides an overview of the parking, loading and pedestrian amenity requirements for the proposed land uses, and the amount proposed by the subject development:

SINGLE FAMILY / TWO FAMILY DWELLINGS			
Off-Street Parking Spaces	**Required**	**Proposed**	
Off-Street Parking Spaces (Minimum)	2.0 per DU	2 per DU	

COMMERCIAL			
Off-Street Parking Spaces	**Required**	**Proposed**	
Off-Street Parking Spaces (Minimum)	Based on uses – unknown at this time	Shall be required to comply with code at time of building permit	
Off-Street Parking Spaces (Maximum)	Based on uses – unknown at this time		
ADA Accessible Parking Spaces	**Required**	**Proposed**	
ADA Accessible Parking Spaces (Minimum)	Shall meet state and federal requirements	Shall be required to comply with code at time of building permit	
Bicycle Parking Spaces	**Required**	**Proposed**	

Bicycle Parking Spaces	Unknown at this time	Shall be required to comply with code at time of building permit
Commercial / Industrial Loading Spaces	**Required**	**Proposed**
Required # of Loading Spaces	Unknown at this time	n/a
Required Size (Feet)	12 x 50	n/a
Minimum Clearance (Feet)	14’	n/a

Staff Comments: *The project was reviewed for compliance with all parking requirements and was determined to be in compliance with city zoning ordinances. Parking compliance for the commercial uses will be determined at time of business permit*

Public Services, Utilities, and Facilities:

Sewer & Water: All utilities are available or will be available as outlined in the City of Caldwell Engineering staff report memo.

Irrigation Applicant is required to provide pressurized irrigation throughout the project in accordance with Caldwell City Code. The subject site is located within the Pioneer Irrigation District boundary. Any issues related to access to a pressurized irrigation system will be addressed in the City of Caldwell Engineering staff report memo.

Stormwater: The applicant proposes retaining storm water on site, per City Code.

Schools: The subject site is located within the Caldwell School District. Staff did not receive comments from CHS on this application.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 2.3 miles away from the furthest point of the development.

Fire: Emergency fire services are provided by the City of Caldwell Fire. The nearest fire station is Station #2 and is approximately 0.22 miles from the development.

Staff Comments: *Staff finds all utilities are available or will be available as outlined in the engineering staff report/ memo. Utilities are required to be designed and constructed in accordance with the City of Caldwell requirements for municipal facilities. All other public services and facilities are or will be provided to serve the site and any proposed land uses based upon the letters received from partner agencies.*

Transportation and Connectivity:

Street Frontage: The Ambrosa Subdivision has frontages on 10th Avenue, Kimball Avenue, and Ustick Road.

Street Classifications: Ustick Road – Major Arterial; 10th Avenue – Minor Arterial; Kimball Avenue – Local Road

Proposed Site Access: The development is proposing to build full access points to 10th Avenue and constructing an access to Kimball Avenue, which leads out to Ustick Road. The applicant is proposing a stub street to the south, which shall be removed as there is an existing single family home to the south of it.

Traffic Impact Study (TIS): A TIS is required for this application due to the number of lots and uses proposed. Engineering has included a condition of approval that a completed TIS is required prior to Construction Drawing approval. Therefore, the Engineering Department is alright with the proposed development getting initial entitlements and obtaining TIS approval at a later date as the TIS should not affect the overall subdivision layout in a substantial way. If needed, further clarification should be obtained from the City Engineer and Engineering Department.

Safe Routes to Schools:

As required by 10-02-02 (3), residential and multi-family subdivisions and/or developments within the "walk zone" of a school or where no walk zone map exists (within a 1 ½ mile radius of a school) shall provide safe and well-designed routes and crossings for children to bike or walk from their home to school. Such routes shall include:

- The shortest and safest routes.
- Level, ADA accessible sidewalks with minimum cross slope where sidewalks cross driveways. Sidewalk widths shall be determined by the functional classification of the street.
- Curb ramps in accordance with the latest ADA design standards.
- Pathways that connect to schools where needed.
- Crosswalk and/or protected crosswalks, as required by the city.

Staff Comments: *As submitted, the proposed access points appear to be compliant with all city code requirements for transportation, access, and connectivity. In addition, the project will need to comply with all mitigation recommendations as specified within the future traffic impact study unless otherwise noted within the City of Caldwell Engineering staff memo and conditions.*
Staff finds the applicant is proposing sidewalks along all adjacent classified roadways to the development, as well as internally to the site. This proposal closes a large sidewalk gap along Ustick Road and 10th Avenue that will provide additional walkability to the schools in the area.

Landscaping, Open Space, Pathways and Amenities:

The Caldwell City Code specifies requirements for landscape street buffers, open space, land use buffers, and private and public pathways.

The following provides an overview of the city code requirements, and the proposal presented by the subject development:

Street Landscape Buffers	Min. Required	Proposed
10th Avenue – Arterial (355 LF):		
Buffer Width:	25' wide	25' wide
Sidewalk:	7' detached	7' detached
Berms:	Yes	Yes
Class I tree:	One per 25 LF No more than 50% of the trees 110'/25= 4 trees	8 trees (Exceeds required number of trees, so the 50% does not apply)
Class II tree:	One per 35 LF 245'/35= 7 trees	7 trees
Shrubs:	One per 4 LF 355'/4 = 89 shrubs	89 shrubs
Groundcover:	20-50% turf grass	2,645sqft (30%) turf sod

	Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	
Boulders:	May be required at time of Design Review	
Ustick Road – Arterial (1,012 LF):	**Min. Required**	**Proposed**
Buffer Width:	25’ wide	25’ wide
Sidewalk:	7’ detached	7’ detached
Berms:	Yes	Yes
Class I tree:	One per 25 LF No more than 50% of the trees	0 – not required as all trees proposed are Class II
Class II tree:	One per 35 LF 1,012’/35 = 29	29 trees
Shrubs:	One per 4 LF 1,012’/4 = 253 shrubs	253 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	8,553sqft (34%) turf sod
Boulders:	May be required at time of Design Review	
Kimball Avenue – Local (328 LF):	**Min. Required**	**Proposed**
Buffer Width:	10’ wide	15’ wide
Sidewalk:	5’ attached	5’ wide
Berms:	No	Yes
Class I tree:	One per 25 LF No more than 50% of the trees	0 – not required as all trees proposed are Class II
Class II tree:	One per 35 LF 328’/35 = 9 trees	9 trees
Shrubs:	One per 4 LF 328’/4 = 82 shrubs	82 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	1,021sqft (21%) turf sod
Boulders:	No	n/a
Marte Street – Local (760 LF):	**Min. Required**	**Proposed**
Buffer Width:	10’ wide	10’ wide
Sidewalk:	5’ wide attached	5’ wide attached
Berms:	No	Yes
Class I tree:	One per 25 LF No more than 50% of the trees	0 – not required as all trees proposed are Class II
Class II tree:	One per 35 LF 760’/35 = 21	21 trees
Shrubs:	One per 4 LF 760’/4 = 190 shrubs	190 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	3,467sqft (46%) turf sod
Boulders:	No	n/a
Open Space:	**Min. Required**	**Proposed**

Qualifying Open Space (Minimum):	10% (0.88 AC)	~~42,756~~ 40,514sqft (~~0.98~~ 0.93 AC)

Buffers Between Land Uses:	**Min. Required**	**Proposed**
Commercial to Residential Uses:	20’	63’ total 10’ local street buffer along commercial lots and 53’ ROW count as buffer

Parking Lot Landscaping:	**Min. Required**	**Proposed**
Parking Islands:	Every 12 spaces	Shall be required at time of Building Permit for Commercial Uses
Planter Island Width:	8’ width for Class I trees 10’ width for Class II trees	
Planter Island Length:	At least equal length to the adjacent parking spaces	
Class 1 or 2 Trees (min. 2” caliper):	Min. of 1 for a single row Min. 2 for a double row	
Plantings:	A combination of low shrubs, flowers, native grasses or other vegetative groundcover. If island is less than 6’ wide, turf grass is prohibited. If island is greater than 6’, turf grass shall never exceed more than 50% of the planter area. Compliance with 10-02-09-8 is required.	
Perimeter Parking Lot Landscaping:		
Minimum Buffer Width:	5’	Shall be required at time of Building Permit for Commercial Uses
Class 1 or 2 Trees (min. 2” caliper):	1 per 40 LF	
Shrubs:	1 per 5 LF	
Other Groundcover Required:	Max. 20% turf; remaining groundcover shall be decorative rock, permabark, rock mulch, or additional shrubs/flowers above code requirements so that the entire buffer area is covered.	

Building Façade Landscaping:	**Min. Required**	**Proposed**
Planter Width:	3’ wide in all areas that will not impede pedestrian access	Shall be required at time of Building Permit for Commercial Uses
Shrubs:	One (1) three (3) gallon shrub per 3 LF of foundation	
Groundcover:	Additional groundcover plants shall cover the	

	remainder of the landscaped area	

Pathways:	Required
(Public Pathways):	
Irrigation/Drain Pathways:	No
Regional Pathway (10' multi-use):	No
Wayfinding and Directional Signage:	No
Fencing (Both Sides of Pathway):	No
(Other Pathways):	
Neighborhood Pathways (5'):	Yes
Community Pathways (8'):	No

Staff Comments (Landscaping, Buffers, & Common Open Space):

The applicant is in compliance with all landscaping buffer code and will be required to be in compliance with the code requirements for parking lot landscaping and building façade landscaping of the commercial lots at time of review of each building permit. Street buffers within the C-2 zone will be required to be within landscape easements at time of final plat.

Regional Pathways:

Staff notes the 2040 Bicycle and Pedestrian Master Plan does not identify any required public pathways at this location.

Neighborhood and Community Pathways:

Neighborhood Pathways (5'): The applicant is proposing five-foot (5') wide micro pathways to provide pedestrian connectivity between common open space areas and a more convenient route around the long block of homes. The pathway will have a minimum five-foot (5') wide landscape buffer along both sides with the appropriate number of shrubs.

Community Pathways (8'): This development does not have anywhere to connect a community pathway to nearby developments to provide additional community connectivity.

Fencing and Screening:

Code does not require fencing within this development.

Any future trash enclosures for the non-residential lots will be required to be screened with landscaping/fencing in accordance with the City Code. Any ground mechanical units shall be screened with landscaping/fencing in accordance with the City Code.

V. STAFF REVIEW AND ANALYSIS – AREAS OF SPECIAL CONCERN

The applicant is proposing a gross residential density that is below what the code and comprehensive plan require for the Community Center Placetype. The required gross residential density is 8-15 du/acre for this area, where the applicant is proposing ~~7.13~~ 6.3 du/acre. The Hearing Examiner recommended denial in hopes the applicant would provide larger lots along the southern boundary, providing a smoother transition to the smaller lots and the commercial on the northern portion of the property. The applicant reduced their lot count from 63 to 56 single family homes to provide 50' wide lots along the southern boundary in hopes to address the Hearing Examiner's concerns. This also reduced the density further from 7.13 dwelling units per acre to 6.3 dwelling units per acre.

This is just below the minimum density allowed, yet the applicant is wishing to provide a smoother transition between the larger lot single family homes to the south and the commercial along Ustick Rd.
This location is called out as an "Area Hub" in the Comprehensive plan, which calls for a large gathering space. Staff has conditioned that at the time of Design Review submittal, the applicant shall depict a public plaza and/or similar large gathering space on the plans to comply with the Comprehensive Plan and that the applicant shall work with the Planning and Zoning division to design said gathering space.

VI. PUBLIC HEARINGS

1. **HEARING EXAMINER PUBLIC HEARING**

A public hearing on the requests was held before the Hearing Examiner on 2/24/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The Commission reviewed and considered all records, evidence, testimony, and facts presented, prior to making a recommendation for DENIAL to be forwarded to City Council.

2. **CITY COUNCIL PUBLIC HEARING**

A public hearing on the subject applications was held before the City Council on 4/20/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The City Council reviewed and considered all records, evidence, testimony, facts presented, and recommendations in making their decision.

Based upon compliance with the conditions noted herein, the City Council found and concluded the following:

THE FINDINGS BELOW ARE WRITTEN IN BOTH APPROVAL AND DENIAL.

THE CITY COUNCIL WILL DECIDE IF THE INDIVIDUAL APPLICATIONS ARE COMPLIANT WITH THE CORRESPONDING CRITERIA AS LISTED BELOW.

NOTE: *The findings will be updated prior to signature to represent the decision made at the hearing.*

Zoning Ordinance MAP Amendment

REQUIRED APPROVAL CRITERIA		
The City of Caldwell 2040 Comprehensive Plan, Caldwell City Code Sections 10-01-05: Official Zoning Maps and the Comprehensive Plan, 10-01-07: Zoning Upon Annexation, and 10-03-02: Zoning Ordinance Text and Map Amendments - Rezones outlines the approval criteria pertinent to zoning ordinance text and/or map amendments. **The city council, prior to approving any ordinance map amendment request, shall find and conclude the requests have met the criteria identified below.**		
Criteria	**Findings and Conclusion**	
	Compliant	**Not Compliant**
The request has met compliance with all public notice and hearing requirements of the City Code and Idaho Code.		
The proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies. If the request is not in accordance with the adopted comprehensive plan, the request for amendment shall not take place until after the comprehensive plan has been amended under notice and hearing procedures provided in this chapter and within section 67-6509, Idaho Code.		
The proposed map amendment is consistent with the purpose statement of the proposed zoning district.		
The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood, or has proposed efforts to mitigate or minimize such adverse impacts		
The information provided from the agencies having jurisdiction over the public facilities needed for this site indicate that adequate public facilities exist, or are expected to be provided, to serve all uses allowed on this property under the proposed zone.		

Preliminary Plat

REQUIRED APPROVAL CRITERIA		
Caldwell City Code Section 11-02-03 (1) E2 (A) through (1) E2 (E) outlines the criteria for approving a preliminary plat. **The city council, prior to approving any Preliminary Plat request, shall find and conclude the requests have met the criteria identified below.**		
Criteria	**Findings and Conclusion**	
	Compliant	**Not Compliant**
The plat is in compliance with "city code"?		

The plat is consistent with the city comprehensive plan		
Public services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision?		
The plat is consistent with the city transportation master plan?		
The subdivision preserves natural, scenic or historic features, if applicable of the site it is being developed on?		

VII. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.
2. Adequate notice of the public hearing was provided, pursuant to Section 67-6512, Idaho Code and Chapter 10, Article 3, Section 10-03-12 of Caldwell City Code.
3. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence ands exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law, and Decision.
4. The Planning and Zoning Commission and Hearing Examiner are authorized to recommend approval, recommend approval with conditions, recommend approval with modifications, or recommend denial of specific land use applications in accordance with Section 10-01-02 (3) of Caldwell City Code.
5. The Planning and Zoning Commission and Hearing Examiner are authorized to approve, approve with conditions, approve with modifications, or deny special use permits and planned unit development requests, when said planned unit development requests are not part of a preliminary plat, in accordance with Section 10-01-02(3) of Caldwell City Code.
6. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, the Caldwell Comprehensive Plan, and approval criteria as specified within Caldwell City Code in making their findings and decision.

VIII. DECISION

NOTE: *THIS SECTION WILL BE MODIFIED PRIOR TO FINAL SIGNATURE TO REPRESENT THE ACTION OF THE DECIDING BODY*

Approval Decision Language

THEREFORE, the Caldwell City Council, hereby **approves** of the request for Zoning Map Amendments to rezone 8.84 acres from C-2 to R-2 and a Preliminary Plat for 56 single family lots and 6.21 acres of commercial, to include the associated Development Agreement;

OR

Denial Decision Language

THEREFORE, the Caldwell City Council, hereby **Denies** the request for Zoning Map Amendments to rezone 8.84 acres from C-2 to R-2 and a Preliminary Plat for 56 single family lots and 6.21 acres of commercial, to include the associated Development Agreement because**….*deciding body must state the reasons for denial***

IX. CONDITIONS OF APPROVAL

(This section is only applicable to approval decisions)

NOTE: Any conditions removed by the governing body will be shown in strikethrough. Any conditions added by the governing body will be shown underlined

A. Site Specific Requirements:

1. Future development of the subject site shall be substantially consistent with the approved preliminary plat, landscape plans, open space exhibit, and Development Agreement associated with the requested Rezone.
2. Through the Development Agreement, the development is approved with a density of 6.3 dwelling units per acre, which is below what is required within the Caldwell City Code.
3. Prior to building permit submittal for each commercial building fronting Ustick Road and 10th Avenue, Design Review applications shall be submitted.
4. At the time of Design Review submittal, the applicant shall depict a public plaza and/or similar large gathering space on the plans to comply with the Comprehensive Plan. The applicant shall work with the Planning and Zoning division to design said gathering space.
5. At time of final plat, commercial landscape buffers shall be depicted within landscape easements and a plat note added that said buffers are to be maintained by the Business Owners Association.
6. At time of final plat, cross access easements shall be shown on the final plat with a plat note calling out the lots and blocks where this will be located, or a blanket cross access easement for all commercial lots.

B. General Requirements:

1. Development of the subject property shall be in conformance with all municipal codes, policies, standards, and regulations of the City of Caldwell, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. **NOTE:** *Failure to identify a code violation during the review of the plans DOES NOT give the applicant the right or permission to violate any codes, policies, standards and/or regulations.*
2. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
3. Any nuisances existing on the property (weeds, trash, debris, etc) shall be resolved and in compliance with city codes prior to the approval of any construction drawings and/or issuance of building permits.
4. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require the submission of an application for modification and approval of that application prior to commencing any change.

5. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this application or not.
6. Fencing: Fencing must comply with Caldwell City Code Section 10-02-07.
7. Approval: This approval is for the application(s) specified herein only. Additional permits, licenses and approvals may be necessary.
8. Solid Waste Disposal: All solid waste receptacles utilized during development and/or construction shall be provided by the same company with which the City of Caldwell has an exclusive contract.
9. Business Licensing: All businesses operating within the corporate limits of the city shall obtain a business permit license prior to commencing business operations.

C. Site Design and Development Standards:

1. General: All new construction shall comply with the current bulk and dimensional standards schedule in effect at the time the building permit is filed, excluding any deviations/modifications approved through a planned unit development, special use permit, and/or development agreement.
2. Concept Site Plan: The concept site plan **(Exhibit 1)** represents the Owner's current concept for completion of the Project. As the site layout evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Concept Plan and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the site plan must be submitted to the City for review and approval prior to development.
3. Building Elevations: The building elevations **(Exhibit 1)** represent the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, and surrounding landscaping for the project. As the building design evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the elevations presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the building elevations must be submitted to the City for review and approval prior to construction of such.
4. Stormwater: Strict adherence to the "Caldwell Stormwater Management Manual", as adopted by the city council as well as any subsequent adopted updates, is required. **NOTE:** Any *modifications necessary to the original approved stormwater design where additional stormwater retention or detention facilities are required, or where the approved retention and detention facilities are required to be expanded, still requires adherence to the requirements for minimum open space, landscape buffers, lot sizes and setbacks.*

D. Fire Department Conditions of Approval:

1. Comply with all requirements of the City Fire Department as specified in their memo / email dated 11/17/2025 and shown in **Exhibit 2**. In addition, all fire code requirements for the following must be strictly adhered to:
    a. Access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.
    b. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place (by phase) at the time of submittal of applicable construction drawings for each phase.

E. Engineering Department Conditions of Approval:

1. Comply with all requirements of the City Engineering Department as specified in their memo dated 1/30/2026 and shown in **Exhibit 2.**
2. Comply with all requirements of the City Mapping Department as specified in their memo / email dated 12/11/2025 and shown in **Exhibit 2.**

F. Landscaping Specific Requirements:

1. Compliance: The applicant shall comply with all landscaping requirements based on Caldwell City Code.
2. Landscape Plan: The Landscape Plan **(Exhibit 1)** represents the approved landscape plan. Any changes to the landscape plan must be submitted to the City for review and approval prior to installation.
3. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as required by the City.
4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner.
5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.
6. Parking Lot Landscaping: Linear grouping of parking spaces shall not exceed twelve (12) in a row, without the installation of an interior landscape planter island. All off-street parking lots/parking areas, drive aisles, and other vehicular use areas shall install a perimeter landscape buffer along the property line and/or project boundary. Class 3 trees are prohibited in the interior planter islands and all parking lot landscaping shall comply with 10-02-09-8.
7. Street Landscape Buffers: The street landscape buffers shall comply with CCC 10-02-09-5 and shall contain a mixture of trees, shrubs, lawn, vegetative and nonvegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

TYPE	**MINIMUM (at planting)**
Evergreen trees	6-foot height minimum
Ornamental trees	2-inch caliper minimum
Shade trees	2-inch caliper minimum
Shrubs & Perennials	10" height and/or spread minimum, depending on plant species

G. Annexation and Rezone Specific Requirements:

1. Development Agreement: The signed and notarized development agreement shall be submitted to the City prior to the recording of the ordinance of annexation or rezone. The development agreement shall be received within fourteen (14) days of the approval of such annexation or rezone by City Council. If the development agreement is not received within 14 days, the Ordinance of Annexation and/or Zoning may need to be reconsidered by the City Council and may result in a loss of the approved entitlements.

H. Subdivision Specific Requirements:

1. Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.

2. Subdivision Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.

3. Plat Expirations:

    a. Final plats must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat;

    b. Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat. For phased subdivisions, see 11-02-02 (1).

4. Final Plat Submission: Final plat applications shall be submitted to the planning and zoning department at the same time as the application for review of construction drawings has been submitted to the engineering department.

5. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat, and provided that "city code", as herein defined, and any subsequent amendments as adopted by the city before, during or after preliminary plat approval, is followed in all design, engineering plans, construction and final plats for all phases, with the exception of lot sizes, lot dimensions, setbacks, number of lots and any exceptions approved at the time of preliminary platting, which shall remain as indicated in the preliminary plat order of decision and/or development agreement.

6. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a “Subdivision Name Change Request”, and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.

    a. *Subdivision Name Change Requests; Prior to Final Plat Submission:* If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

    b. *Name Change Requests; Prior to Final Plat Recording:* If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

    c. *Name Change Requests; After Final Plat Recording:* If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is

otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

7. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan: No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

STANDARD LANGUAGE FOR DENIAL DECISION

(This section is applicable to all denial decisions except for OWNER CONSENTED ANNEXATIONS)

See below for language on owner consented annexations.

A. Request For Reconsideration By Affected Persons: On any application brought before the city council affecting the use, occupancy or development of real property, including, but not limited to, those matters governed by the Idaho Local Land Use Planning Act, found at Idaho Code section 67-6501 et seq., or the Caldwell Zoning Ordinance, found in this title, a party may request that the city council reconsider a decision pursuant to the terms of this section. Decisions and recommendations of the planning and zoning commission are not subject to reconsideration but may be appealed to the city council as provided in this title.

1. As required by Idaho Code section 67-6535(2)(b), any applicant or affected person who wishes to seek judicial review of compliance with the provisions of Idaho Code section 67-6535, must first seek reconsideration of the final decision within fourteen (14) days.

2. Such written request must be delivered to the city clerk within that time frame and must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards.

3. The city council shall review the petition for reconsideration at a regular meeting and decide whether to reconsider the matter.

4. The city council may consider its decision only if it finds any of the following:

    a) There was a clerical error in the decision;

    b) The decision resulted from fraud or mistake;

    c) There is new evidence for the record or a change in circumstances;

    d) There was a procedural error;

    e) The council previously rejected the application by a tie vote; or

    f) The decision was made in violation of substantive law.

5. If the city council chooses to reconsider the final decision, the city council shall provide the applicant or affected person a written decision on such action. If the city council grants reconsideration in whole or in part, a hearing before the city council will be scheduled to address the specific deficiencies identified by the applicant or affected person, which shall be conducted pursuant to the public notice procedures set forth in this section. The issues examined upon reconsideration shall be limited to issues raised by the petition for reconsideration and the record previously established, as well as the applicable law. The cost of all required notices shall be borne by the party(ies) seeking reconsideration of the decision and paid in advance.

6. Following the hearing on the reconsideration, the city council may affirm, reverse, or modify, in whole or in part, its' prior decision and shall provide a written decision to the applicant and the affected person(s) within sixty (60) days of receipt of the request for reconsideration. If the city council fails to timely decide, the request for reconsideration is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

7. Once the council has reconsidered any of its decisions relating to a given application, as set forth hereinabove, it may not entertain any additional or subsequent request for reconsideration, whether by the same or any other interested party.

8. A failure to request reconsideration is a failure of the applicant or affected party to exhaust administrative remedies.

These Findings of Fact, Conclusions of Law and Decision are approved and adopted by the Caldwell City Council on this 20th day of April 2026.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kritina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s) and Checklist(s)
- Project Narrative
- Vicinity Map
- Subdivision Plat
- Landscape Plan/Open Space Exhibit
- Open Space Exhibit
- Building Elevations
- Neighborhood Meeting Letter
- Neighborhood Meeting Mailing List
- Neighborhood Meeting Sign-In Sheet

Exhibit 2: City Department Conditions of Approval and Comments

- City of Caldwell Engineering Department
- City of Caldwell Fire Department
- City of Caldwell Mapping Department
- City of Caldwell Police Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Idaho Department of Transportation

Exhibit 4: Public Comments

- Sherry Marsicola – opposed
- Linda Davis – opposed
- Jeff Allen – opposed
- Laura Shannon – opposed

Exhibit 5: Minutes of the Hearing Examiner Hearing

Exhibit 6: Draft Development Agreement

Exhibit 7: Ordinance and Summary

EXHIBIT 1:

APPLICATION DOCUMENTS

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division
Caldwell City Hall: 205 S 6th Avenue | Mail: PO Box 1179 Caldwell, ID 83606 |Phone: 208-455-3024
https://www.cityofcaldwell.org/Departments/Community-Development/Building-Safety-Division
Robin Collins, PCED, CBO | Community Development Director & Building Official

Master Land Use Application

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided, prescreening passed, and fees paid for an application to be considered complete and accepted.

Hearing dates and codes utilized for review are based on the date is "complete and accepted".

Failure to submit all requested items (in legible form) may delay the processing of your application.

APPLICATION LEGEND:

* = Public hearing(s) required
** = May require public hearing
*** = City Council consent agenda
All others are considered Administrative Staff Level Reviews

I. Application Requests (check all that apply)

☐ Admin Director Determination	☐ Lot Split (Administrative)	☑ Subdivision (Prelim) Plat*
☐ Administrative Development Review[2]	☐ Lot Split (Simple)	☐ Subdivision (Final) Plat***
☐ Alternative Method of Compliance	☐ Manufactured Home Community*	☐ Subdivision (Short) Plat*
☐ Annexation w/Zoning*	☐ Mobile Food Unit (Individual)	☐ Subdivision Plat Modification**
☐ Business License (Permit)	☐ Mobile Food Unit Park / Court	☐ Subdivision Plat (Time Extension)
☐ Certificate of Appropriateness*	☐ Modification to Conditions of Approval**	☐ Subdivision Plat (Renewal)
☐ Comprehensive Plan (Map) Amendment*	☐ Outdoor Dining Permit	☐ Temporary Use Permit
☐ Comprehensive Plan (Text) Amendment*	☐ Parcel Consolidation	☐ Traffic Impact Study Review
☐ Deannexation*	☐ Performance Bonding	☐ Vacation (Easement)*
☐ Design Review**	☐ Planned Unit Development (New)*	☐ Vacation (Plat Note) *
☐ Development Agreement (New)*	☐ Planned Unit Development (Modification)**	☐ Vacation (ROW) *
☐ Development Agreement (Modification)**	☐ Public Art / Mural	☐ Variance*
☐ Development Agreement (Termination)*	☑ Rezone* (Zoning Map Amendment)	☐ Zoning Ordinance Text Amendment*
☐ Home Occupation Permit (New)	☐ Signs[1]	
☐ Home Occupation Permit (Renewal)	☐ Special Use Permit (New)*	
☐ Lot Line / Boundary Line Adjustment	☐ Special Use Permit (Modification)**	

Footnotes:

[1]Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

[2] Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules indicate the requirement for Administrative Development Review.

II. General Project / Site Information

Project or Development Name: *(for business licensing, use business name)*	Ambrosa Subdivision
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	Southwest Corner of Ustick and 10th 106 E Ustick
Suite #s:	
Parcel #s:	R32581 R32582
Total Acres:	16.56 acres
Prior Use of Property:	farming
Proposed Use of Property:	residential and commercial

Current Zoning of Subject Parcel(s): *(check all that apply)*

☐ RS-1	☐ C-1	☐ M-1	☐ D-CC	☐ A-D	☐ Property in County
☐ RS-2	☑ C-2	☐ M-2	☐ C-CB	☐ C-D	
☐ -1	☐ C-3	☐ I-P	☐ T-N	☐ H-D	List County Designation:
☐ R-2	☐ C-4			☐ P-D	
☐ R-3	☐ H-C				

Proposed Zoning of Subject Parcel(s): *(check all that apply)*	☐ No Change ☐ RS-1 ☐ RS-2 ☐ R-1 ☑ R-2 ☐ R-3	☐ C-1 ☑ C-2 ☐ C-3 ☐ C-4 ☐ H-C	☐ M-1 ☐ M-2 ☐ I-P		☐ D-CC ☐ C-CB ☐ T-N	☐ A-D ☐ C-D ☐ H-D ☐ P-D

Select the Overlay District for the Subject Parcel(s): *(check all that apply)*	☑ Not in Overlay Zone ☐ APO-1 ☐ APO-2	☐ ED-1	☐ FP-1	☐ HD-1 ☐ HD-2 ☐ HD-3	☐ SO-1 ☐ SO-2 ☐ SO-3	☐ UD-1 ☐ UD-2 ☐ UD-3

City of Caldwell Comprehensive Plan Designation of Subject Parcel(s): *(check all that apply)*	☐ Neighborhood 1 ☐ Neighborhood 2 ☐ Neighborhood 3 ☐ Urban Neighborhood	☐ Downtown ☐ Mixed Use Center ☑ Community Center ☐ Special Purpose

Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?

☐ Yes ☑ No

III. Applicant Information

Note: If applicant is an LLC, proof of authorized signer will be required from the Secretary of State.

Name:	Jeff Likes
Company Name: *(if applicable)*	ALC Architecture
Mailing Address:	1119 E State St #120 Eagle, Idaho 83616

Phone:	208.514.2713	**Email:**	jeff@alcarchitecture.com

Email Address:	jeff@alcarchitecture.com

Applicants Relationship to Property Owner:	☐ Property Owner ☑ Authorized Agent/Representative ☐ Purchaser ☐ Petitioner *(vacation requests only)*

IV. Property Owners' Information *(if different from applicant)*

Name:	Bennett Forest Industries, INC
Mailing Address:	251 E Front St #202 Boise, Idaho 83702
Phone:	
Email:	

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	Travis Stroud
Company Name: *(if applicable)*	Northwest Development Companies
Mailing Address:	1980 S Meridian Rd #140 Meridian, Idaho 83642
Phone:	208.412.1329
Email:	travis@nwdevco.com

VI. Architect Information *(fill out, if applicable)*

Name:	Jeff Likes
Company Name: *(if applicable)*	ALC Architecture
Mailing Address:	1119 E State St #120 Eagle, Idaho 83616
Phone:	208.514.2713
Email:	jeff@alcarchitecture.com

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	Antonio Conti
Company Name: *(if applicable)*	Ackerman Estvold
Mailing Address:	7661 W Riverside Dr #201 Garden City, Idaho 83714

Phone:	208.853.6470	**Email:**	antonio.conti@ackerman-estvold.com

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	Carmen Weber
Company Name: *(if applicable)*	Ackerman Estvold
Mailing Address:	7661 W Riverside Dr #201 Garden City, Idaho 83714

Phone:	208.853.6470	**Email:**	carmen.weber@ackerman-estvold.com

IX. Applicant Acknowledgement

☑ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application; and

☑ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and

☑ I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and

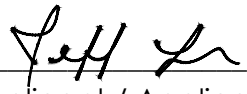
☑ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

Jeff Likes — 9.19.2025

Applicant / Applicant's Representative Printed Name — Date



Applicant / Applicant's Representative Signature

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

REZONE CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Filing Requirements

☒ All applications, checklists, plans and supporting documents must be submitted through our Online Permit Center.

☒ Filing fees **(see Section 2 below)**

☒ PDF Documents shall be formatted in accordance with **Section 5** below.

☒ All documents shall follow the naming conventions as shown here.

SECTION 2: Filing Fees

Refer to the Department fee list for most current fees.

☒ Application / Permit fees. Fees will be required to be paid once the application has been submitted and received by the department.

SECTION 3: Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

☒ ***Master Land Use Application.*** Copy of a completed and signed master land use application.

☒ ***Application Checklist.*** Copy of a completed and signed application checklist

☒ ***Copy of Deeds or Proof of Ownership.*** If the owner is a corporation or LLC, proof of the representative or agent for the LLC or corporation will be required.

☒ ***Property Owner Acknowledgement***. Signed Property Owner Acknowledgement form (if applicable)

☒ ***Neighborhood Meeting Information***, including;

- ☒ A copy of the letter sent to all owners, residents and associations within 500' of the property boundary
- ☒ A copy of the 500' mailing list
- ☒ A copy of the sign-in sheet, with your signature for certification

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☒ ***Legal Description and Exhibit.*** Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be stamped and certified by a land surveyor registered to the State of Idaho and shall be accompanied by an exhibit stamped and certified by a land surveyor registered in the State of Idaho. For multiple parcels with different zoning designations, the legal descriptions and exhibit shall indicate the area for each zone, along with the acreage and boundaries.

☒ ***Location / Vicinity Map.*** Showing the boundaries of the subject property with relation to nearby roadways and landmarks.

☒ ***Project Narrative.*** A detailed project narrative addressing the following:

- ☒ Description of overall proposed rezone and future development plan.
- ☒ Description of compliance with the City's Comprehensive Plan and Vision and compliance with zoning ordinances.
- ☒ Description of overall project benefits, the impacts on surrounding properties, and the mitigation of those impacts.

☒ ***Conceptual Development Plan*** (If the rezone request is not associated with a special use permit, planned unit development or subdivision plat request).

SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

SUBJECT SITE LAND USE AND LAND USE INFORMATION			
Existing Zoning Designation:	C2		
Proposed Zoning Designation:	C2 and R2		
Existing City Comprehensive Plan Future Land Use Designation:	community center		
Existing Land Use:	vacant		
Proposed Land Use:	commercial and residential		

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SURROUNDING LAND USE AND ZONING INFORMATION			
	Existing Zoning Designation	**Existing City Comp Plan Designation**	**Existing Use of Site**
North of Subject Site:	County	community center	residential
South of Subject Site:	R1	neighborhood 2	residential
East of Subject Site:	C2, R3	community center	Commercial
West of Subject Site:	C2	community center	Commercial

EXISTING UTILITIES, INFRASTRUCTURE AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	☒	Street Frontage
	☐	Easement Easement Width: Instrument #
Street(s) Providing Access to Site:	ustick, 10th, kimball	
Existing Domestic Water:	☐	Individual Domestic Well – How Many?
	☐	Centralized Public Water System
	☐	City Municipal Water System
	☒	N/A
	Nearest Water Line Connection: ustick	
Existing Sewer (Wastewater):	☐	Individual Septic
	☐	City Municipal Sewer
	☒	N/A
	Nearest Sewer Line Connection: ustick	
Existing Irrigation:	☒	Surface
	☐	Irrigation Well
	☐	Pressurized
	☐	Gravity
	☐	N/A
	Nearest Irrigation Connection:	
	Irrigation District:	
	☐	Caldwell School District

School Districts Serving this Location:	☒	Vallivue School District
	☐	Nampa School District

CRITERIA FOR REZONE REQUEST
Please answer all of the questions below.
Please explain how the proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies? Indicate which goals, objectives and policies it meets.
the proposed zoning is consistent with the comp plan due to a mix of commercial uses on the street frontage and residential on the interior
Please explain how the proposed map amendment is consistent with the purpose statement of the proposed zoning district as specified in Caldwell City Code.

the proposed zoning is consistent with the comp plan due to a mix of commercial uses on the street frontage and residential on the interior

Please explain how the intensity of development in the new zoning district will not create significant adverse impacts to surrounding properties or the neighborhood or explain the impacts and how the impacts are proposed to be mitigated.

the intensity of the project is not significant to the surrounding properties. There are residential neighbors surrounding this property, and the commercial uses will be of the neighborhood type uses.

Will adequate public facilities exist, or be provided, to serve all uses allowed on this property under the proposed zone? Please explain.

The public utilities will be brought to and through the site which will allow all lots on the site to be connected to city services. We are also extending utilities in Ustick road west to the end of our property.

SECTION 5: PDF Formatting Requirements

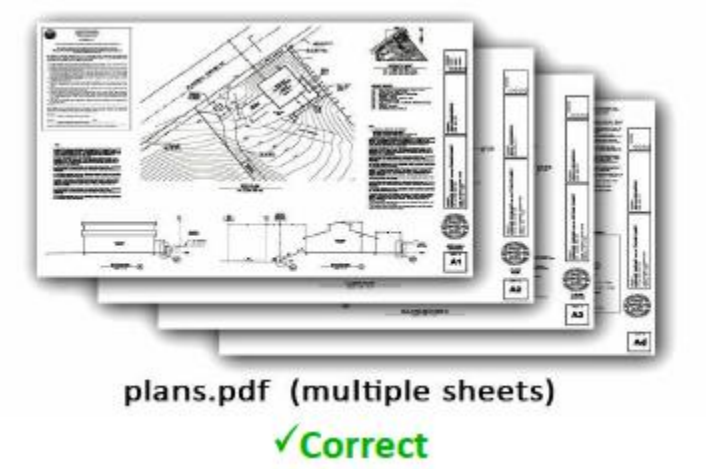
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



Labeling: Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

SECTION 6: Applicant Acknowledgement

☒ I acknowledge that all items on the checklist are included in the submittal package and that all documents have been named accordingly and submitted as single-sided, high-resolution pdf documents; and

☒ I acknowledge that I, the applicant, or my representative is responsible to attend all public hearings; and

☒ I acknowledge that applications are not deemed complete until the application has been submitted, all fees have been paid, and the application has been deemed accepted after completion of the prescreening process. This could impact neighborhood meeting deadlines and scheduling of public hearing dates.

☒ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and

☒ I certify I am the:

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

Jeff Likes — Applicant / Applicant's Representative Printed Name

10.7.2025 — Date

Applicant / Applicant's Representative Signature

October 1, 2025

City of Caldwell
Planning and Zoning
205 S 6th Ave
Caldwell, ID 83605
p. 208.455.3000
Attn: Planning and Zoning

Re: Preliminary Plat

To Whom It May Concern:

We are submitting a proposal for a preliminary plat involving parcels R32582 (0 S 10th Avenue, CA) and R32581 (106 E Ustick Road, CA).

The proposed development plan includes the following key components:

- Commercial Development: Approximately 2.41 acres on the southeast portion of Parcel R32582 will be designated for commercial use. This area will accommodate two new commercial buildings designed to serve the surrounding community and complement the existing commercial corridor.
- Additional Commercial Use: Approximately 6.01 acres along the northern frontage of the parcels, along Ustick Road, will also be allocated for future commercial development to maximize street visibility and accessibility.
- Single Family Development: Approximately 5.03 acres along the southern portion of the site will be subdivided to support single family residential lots. This will include 52 single family lots, thoughtfully planned rear yards backing up to existing rear yards and buffers between the residential and proposed commercial areas. This will be a rezone from C2 to an R2 zoning designation.

The proposed net percentages of Residential, commercial and common lots are as follows.

Residential- 30.4%
Commercial lots- 49.5%
Common lots- 8.81%

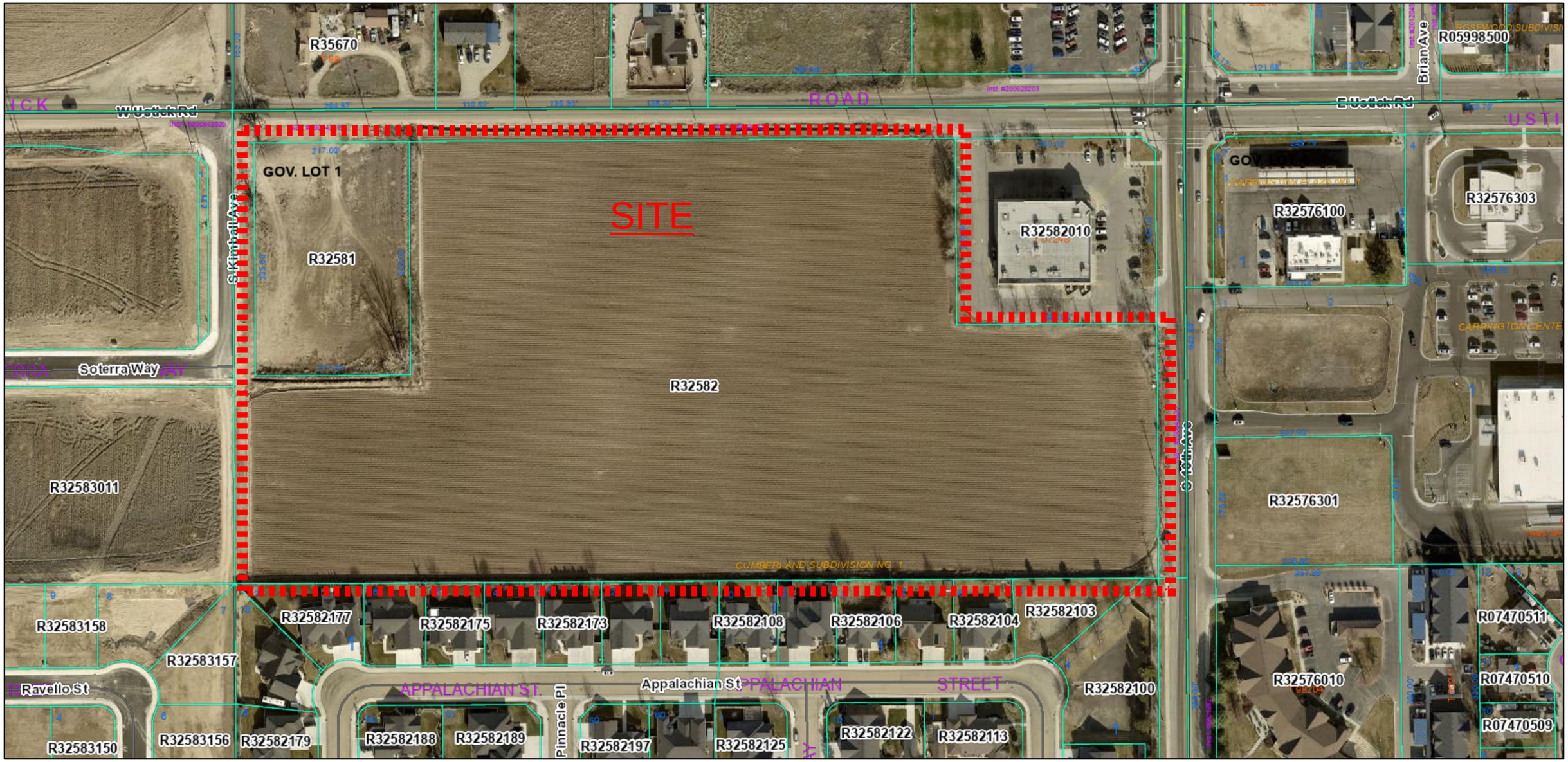
Current density and open space for the residential is 8.6 units per acre with a proposed open space of 16.4% of the residential portion.
Pathways will run along Ustick and along 10th as well as sidewalks throughout the residential area.
We will have extensive landscaping throughout the project. The landscaping for the interior of the commercial lots will happen with each lot as it develops. The proposed width of landscaping along Ustick will be 25', with 29 trees and 253 shrubs. The proposed width of landscaping along 10th will be 25', with 14 trees and 89 shrubs. There is a common area along the south side of the entry along Ustick which will have 13 trees planted in it.

Please find the attached site schematic plans for a visual representation of the proposed layout. We look forward to your review and welcome the opportunity to discuss this proposal further.

Thank you,

Jeff Likes
ALC Architecture
jeff@alcarchitecture.com
208.514.2713

Canyon County Assessor



9/18/2025, 5:03:09 PM

Imagery 2025

Red: Band_1

Green: Band_2

Blue: Band_3

Taxparcels

Canyon County Roads

Canyon County Roads

Sections-Adjusted for Assessment

County

1:2,257

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

Public

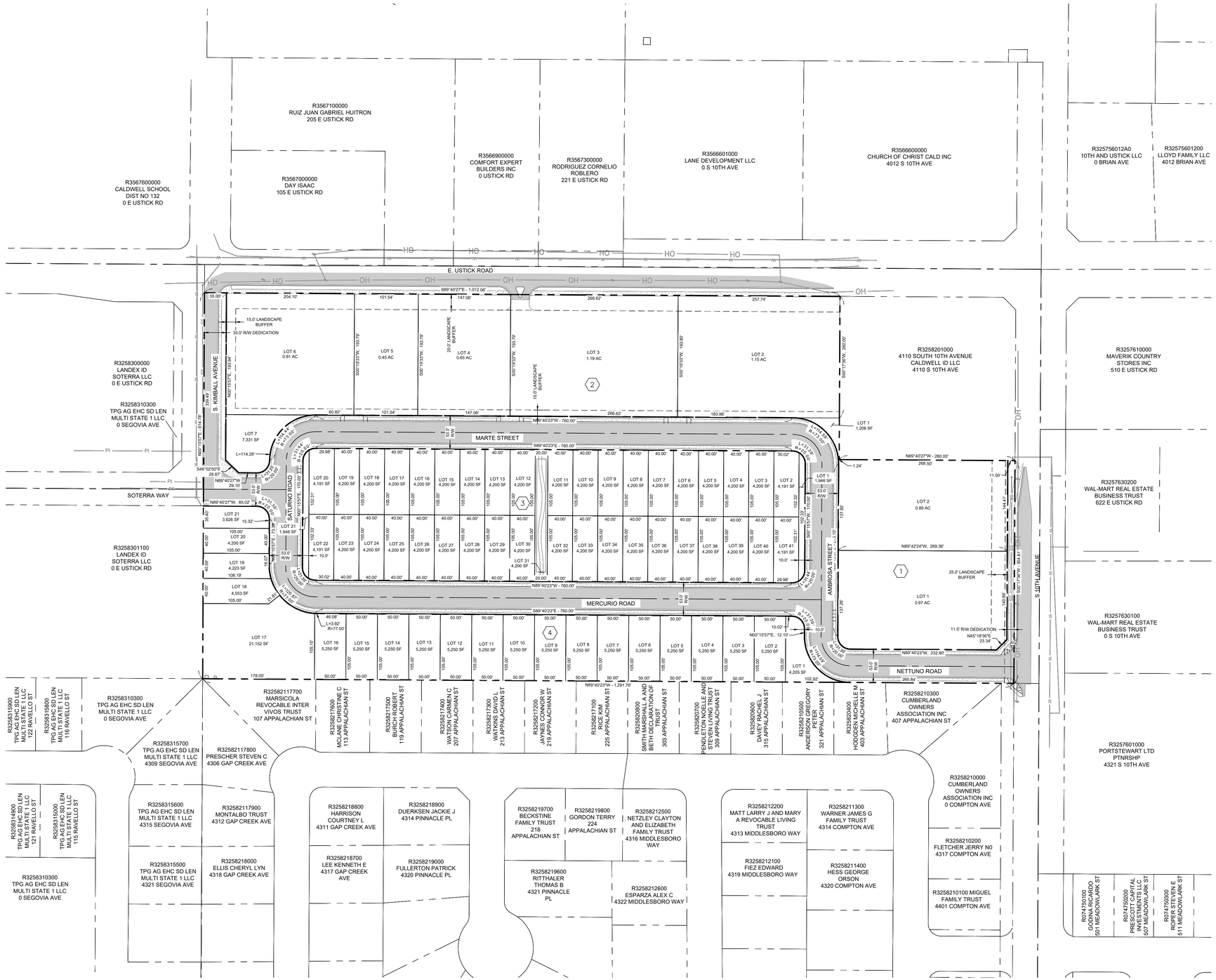
Maps and data are to be used for reference purposes only and Canyon County, Idaho is not responsible for any inaccuracies herein contained. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

PRELIMINARY PLAT FOR

AMBROSA SUBDIVISION

A PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 4, T.3N., R.3W., BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO.

2026



40 20 0 40 80

Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be Altered During Reproduction Processes. Scales Shown Hereon are Based on a Full Scale Sheet Size of 24" x 36".

Scale: 1" = 80'

LEGEND:

▲	FOUND MONUMENT
B.O.B.	BASIS OF BEARING
CP&F	CORNER PERPETUATION AND FILING RECORD
ROW	RIGHT-OF-WAY
	SUBJECT PARCEL
	RIGHT-OF-WAY
	PROPERTY LINE
	REFERENCE BOUNDARIES
	EASEMENT
	ROAD CENTERLINE
(1)	BLOCK NUMBER

OWNER OF RECORD

BENNETT FOREST INDUSTRIES, INC.
251 EAST FRONT STREET, SUITE 202
BOISE, ID 83702

ENGINEER/SURVEYOR

ACKERMAN ESTVOLD
ANTONIO CONTI
7661 WEST RIVERSIDE DRIVE, SUITE 201
GARDEN CITY, ID 83714

PRELIMINARY PLAT DATA

TOTAL SITE AREA	721,462 SF (16.56 ACRES)
COMMERCIAL (39.2%)	270,449 SF (6.21 ACRES)
SINGLE-FAMILY RESIDENTIAL (37.0%)	251,292 SF (5.78 ACRES)
TOTAL RIGHT-OF-WAY (22.0%)	161,059 SF (3.70 ACRES)
COMMON SPACE (1.8%)	38,662 SF (0.89 ACRES)
ZONING	
EXISTING ZONING	C2 - COMMERCIAL
PROPOSED ZONING	C2 - COMMERCIAL & R2 - RESIDENTIAL
COMMERCIAL LOTS	7
SINGLE-FAMILY RESIDENTIAL LOTS	56
OPEN SPACE/COMMON LOTS	8
PUBLIC ROAD	6
TOTAL LOTS	77

SINGLE-FAMILY LOT INFORMATION

MINIMUM LOT SIZE	4,191 SF
MAXIMUM LOT SIZE	5,250 SF
GROSS RESIDENTIAL DENSITY	6.81 DU/ ACRES
NET RESIDENTIAL DENSITY	9.68 DU/ACRES
- *EXCLUDES PUBLIC STREETS & OPEN SPACES*	

COMMERCIAL LOT INFORMATION

MINIMUM LOT SIZE	19,677 SF (0.45 Acres)
MAXIMUM LOT SIZE	51,669 SF (1.19 Acres)
GROSS COMMERCIAL DENSITY	1.10 DU/ ACRES

NOTES

1. ALL BUILDABLE LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED WITH DOMESTIC WATER SERVICE BY THE CITY OF CALDWELL. THE PROPOSED WATER MAINS SHALL BE CONNECTED TO EXISTING CITY OF CALDWELL WATER MAINS TO PROVIDE SERVICE TO THE SUBDIVISION.
2. ALL BUILDABLE LOTS WITHIN THIS SUBDIVISION WILL BE PROVIDED WITH SANITARY SEWER SERVICE BY THE CITY OF CALDWELL. THE PROPOSED SANITARY SEWER MAINS SHALL BE CONNECTED TO EXISTING CITY OF CALDWELL SANITARY SEWER MAINS TO PROVIDE SERVICE TO THE SUBDIVISION.
3. PRESSURIZED IRRIGATION WATER SHALL BE PROVIDED FROM CALDWELL MUNICIPAL IRRIGATION DISTRICT (CMID) IN COMPLIANCE WITH SECTION 10-07-12 PER CALDWELL CITY CODE. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND THE INDIVIDUAL LOTS WILL BE SUBJECT TO IRRIGATION WATER ASSESSMENTS.
4. ALL STORM WATER DRAINAGE SHALL BE MANAGED & DETAINED ON SITE. ALL STORMWATER DESIGN SHALL COMPLY WITH THE CITY OF CALDWELL'S MOST RECENT "STORMWATER MANAGEMENT MANUAL" AS ADOPTED BY COUNCIL AS OF THE DATE OF THE PRELIMINARY PLAT APPLICATION SUBMITTAL.
5. BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH THE CITY OF CALDWELL APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
6. THIS SUBDIVISION IS SUBJECT TO COMPLIANCE WITH IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION USE.
7. THIS SUBDIVISION RECOGNIZES SECTION 22-4503 OF IDAHO CODE. RIGHT TO FARM ACT WHICH STATES: NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION , FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
8. ALL COMMERCIAL LOTS IN THIS SUBDIVISION ARE SUBJECT TO CROSS ACCESS AND PARKING EASEMENTS.
9. PRESSURIZED IRRIGATION LINES TO BE CONTAINED WITHIN 10' MINIMUM EASEMENT WHEN LOCATED OUTSIDE OF THE PUBLIC UTILITY EASEMENT.
10. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC OR PRIVATE STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
11. UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TEN (10) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
12. LOTS 8, 9, 17, 27, 38, 39, 50, AND 60 ARE COMMON/OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO ANTONIO M. CONTI — PRELIMINARY NOT FOR CONSTRUCTION

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: TRA
DESIGNED BY: TRA
CHECKED BY: AMC

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

DATE: 3/31/26

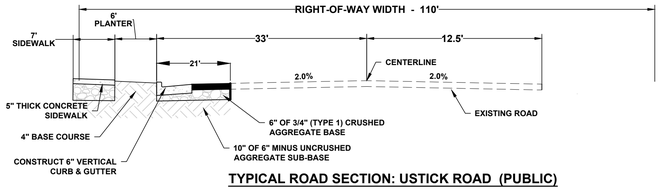
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

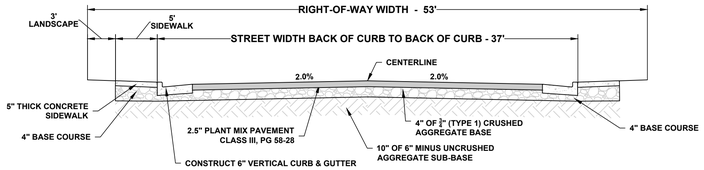
PROJECT NO. R25146

PRELIMINARY PLAT

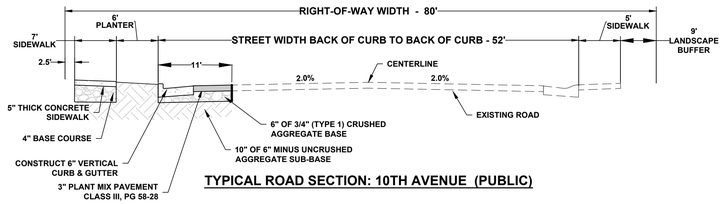
P1.0



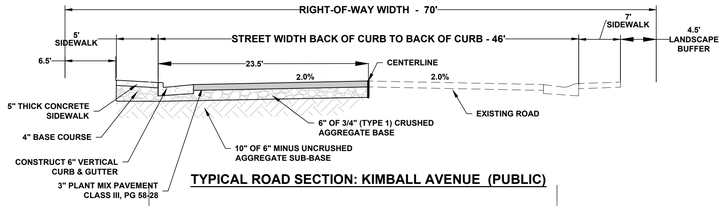
TYPICAL ROAD SECTION: USTICK ROAD (PUBLIC)



TYPICAL ROAD SECTION: LOCAL ROADS (PUBLIC)



TYPICAL ROAD SECTION: 10TH AVENUE (PUBLIC)



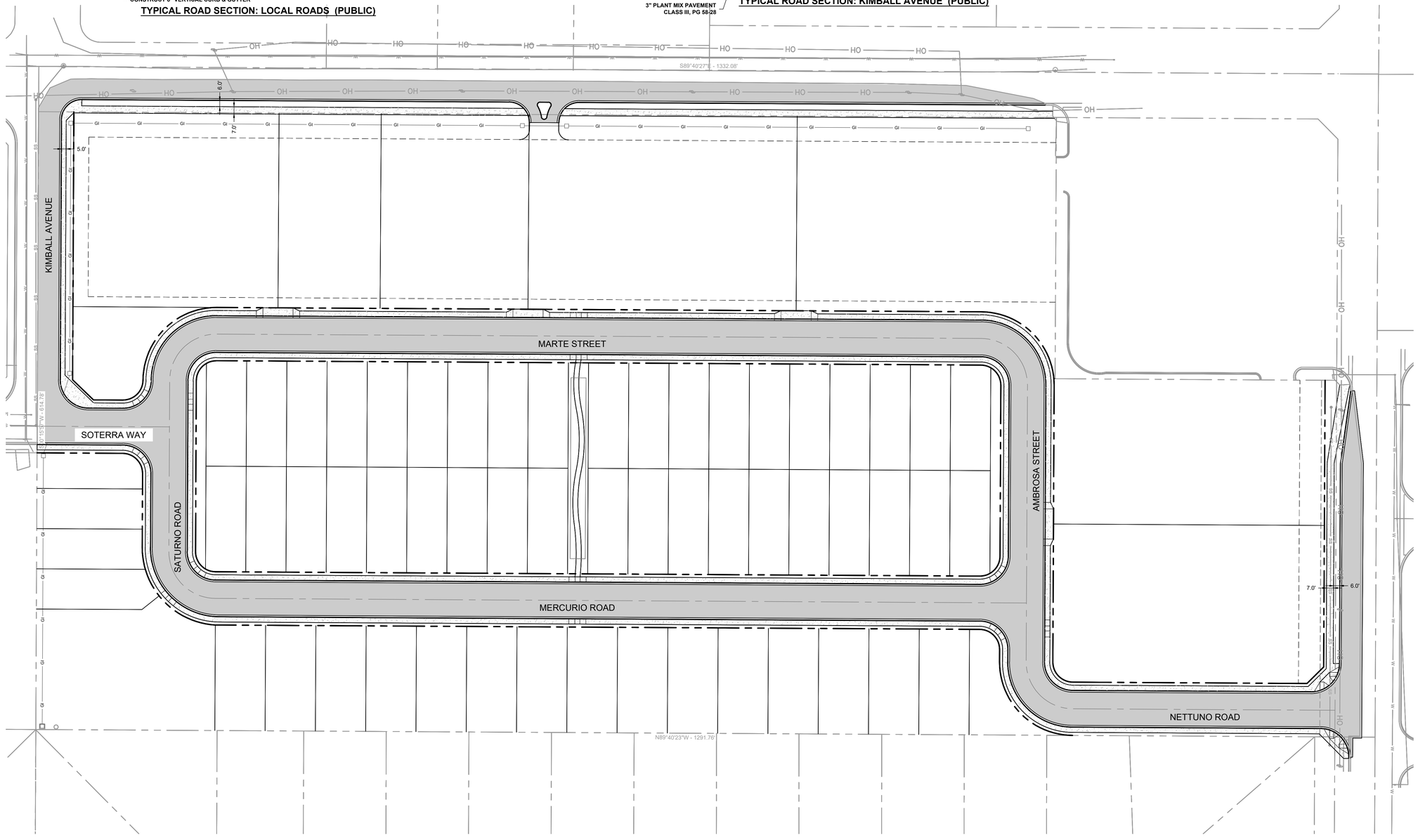
TYPICAL ROAD SECTION: KIMBALL AVENUE (PUBLIC)



Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be Altered During Reproduction Processes. Scales Shown Hereon are Based on a Full Scale Sheet Size of 24" x 36".

Scale: 1" = 50'



ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO ANTHONY M. CONTI
PRELIMINARY NOT FOR CONSTRUCTION

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: TRA
DESIGNED BY: TRA
CHECKED BY: AMC

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

DATE: 3/12/26

REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO. R25146

PRELIMINARY STREETS

P2.0

UTILITY COMPANY

WATER & SEWER:	CITY OF CALDWELL
FIRE DISTRICT:	CALDWELL FIRE DEPARTMENT
POWER:	IDAHO POWER COMPANY
NATURAL GAS:	INTERMOUNTAIN GAS COMPANY
IRRIGATION:	PIONEER IRRIGATION DISTRICT

NOTES:

1. DOMESTIC AND FIRE PROTECTION WATER SERVICE WILL BE PROVIDED BY THE CITY OF CALDWELL. A PROPOSED 8-INCH WATER MAIN WILL BE CONNECTED TO THE EXISTING MUNICIPAL WATER MAIN LOCATED ALONG SOTERRA WAY AND LOOPED TO 10TH AVENUE.
2. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF CALDWELL. PROPOSED 8-INCH SANITARY SEWER MAINS WILL CONNECT TO AN EXISTING SANITARY SEWER MAIN ALONG 10TH AVENUE AND TO A PROPOSED 8-INCH SANITARY SEWER MAIN ALONG USTICK ROAD.
3. THE WATER AND SEWER MAIN ALIGNMENTS SHOWN ARE PRELIMINARY AND ARE SUBJECT TO REFINEMENT DURING FINAL DESIGN..
4. ALL DOMESTIC WATER MAINS WILL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (IDEQ) MINIMUM STANDARDS AND CITY OF CALDWELL REQUIREMENTS..
5. ALL SANITARY SEWER, WATER, AND STORM DRAINAGE FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY WILL BE ACCOMMODATED WITHIN A PERMANENT PUBLIC UTILITY EASEMENT.
6. THE UTILITIES AND DRAINAGE FACILITIES DEPICTED ON THIS PLAN ARE CONCEPTUAL IN NATURE AND SUBJECT TO MODIFICATIONS DURING FINAL DESIGN TO ADDRESS AGENCY REVIEW COMMENTS, FIELD CONDITIONS, AND COORDINATION WITH OTHER SITE IMPROVEMENTS.

PROPOSED LEGEND

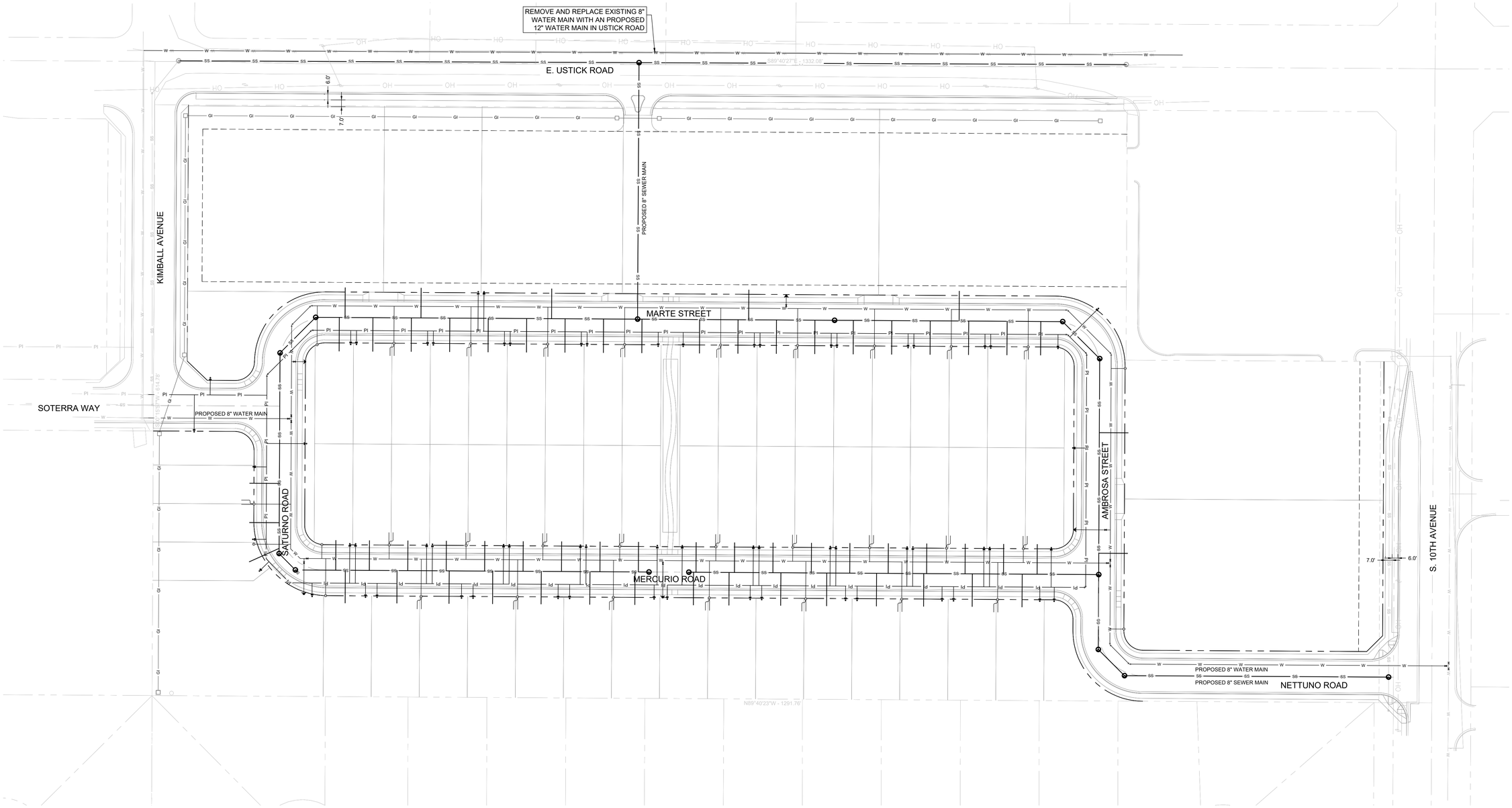
- SANITARY SEWER MANHOLE
- SANITARY SEWER GRAVITY MAIN
- FIRE HYDRANT
- WATER VALVE
- WATER MAIN
- WATER FITTINGS
- SINGLE WATER SERVICE W/ METER
- DOUBLE WATER SERVICE W/ METER
- WATER CAP / BLOWOFF
- PRESSURE IRRIGATION PIPE
- PRESSURE IRRIGATION STUB

25 12.5 0 25 50

Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be Altered During Reproduction Processes. Scales Shown Hereon are Based on a Full Scale Sheet Size of 24" x 36":

Scale: 1" = 50'



ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO ANTHONY M. CONT

PRELIMINARY NOT FOR CONSTRUCTION

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: TRA
DESIGNED BY: TRA
CHECKED BY: AMC

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

DATE: 3/12/26

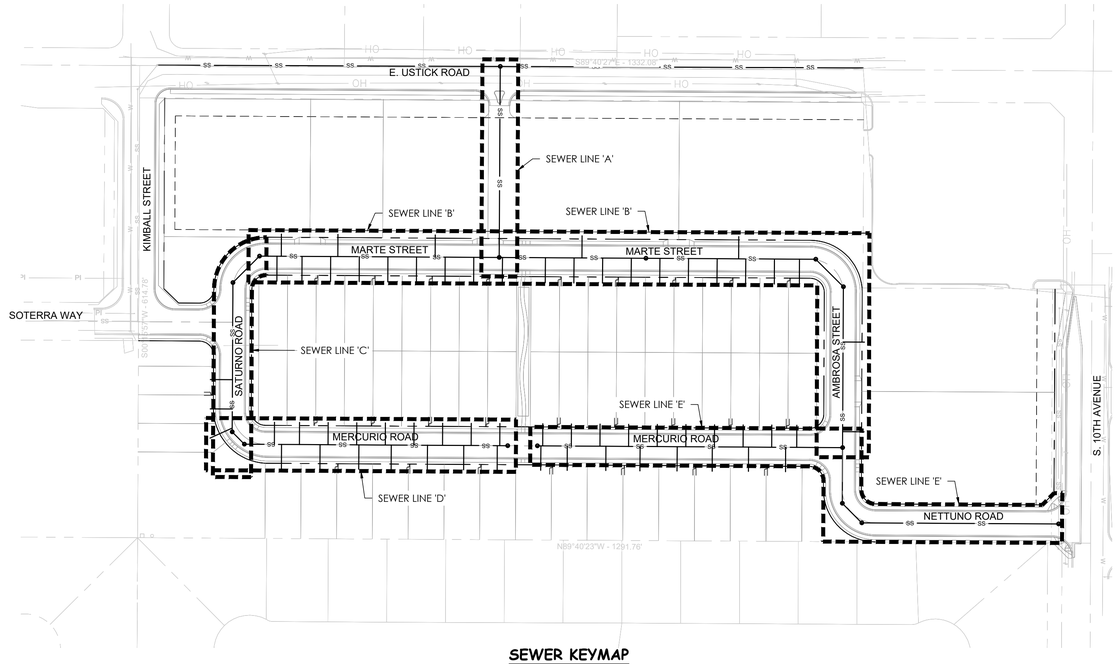
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO. R25146

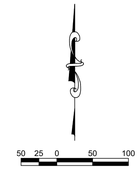
PRELIMINARY UTILITIES

P3.0



SEWER KEYMAP

SCALE: 1" = 100'



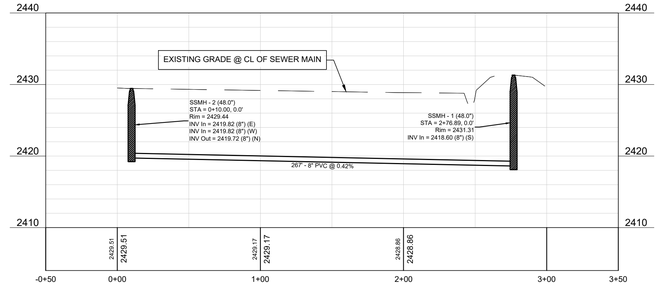
Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be Altered During Reproduction Processes. Scales Shown Hereon are Based on a Full Scale Sheet Size of 24" x 36".

Scale: 1" = 100'

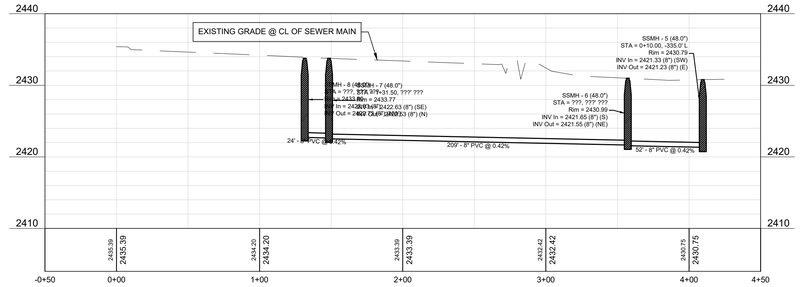
SEWER LINE 'A' - PROFILE

HORIZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 10'



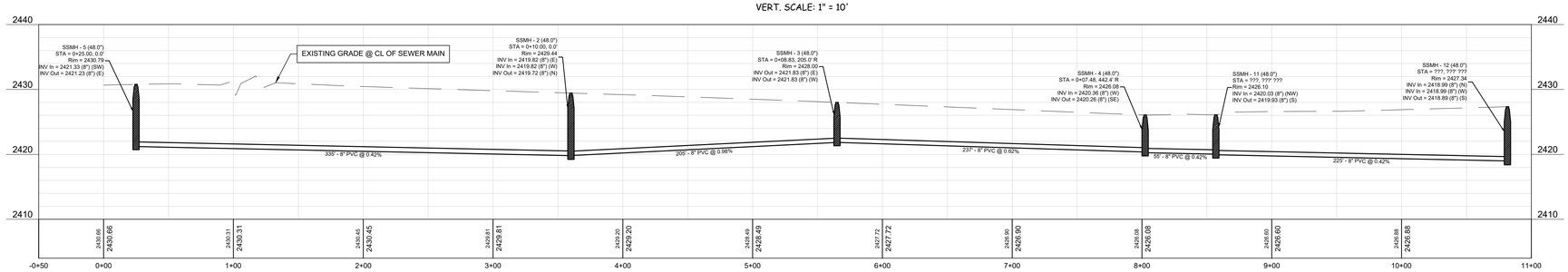
SEWER LINE 'C' - PROFILE

HORIZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 10'



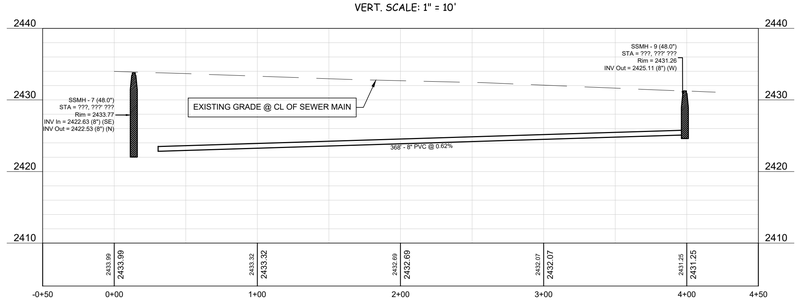
SEWER LINE 'B' - PROFILE

HORIZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 10'



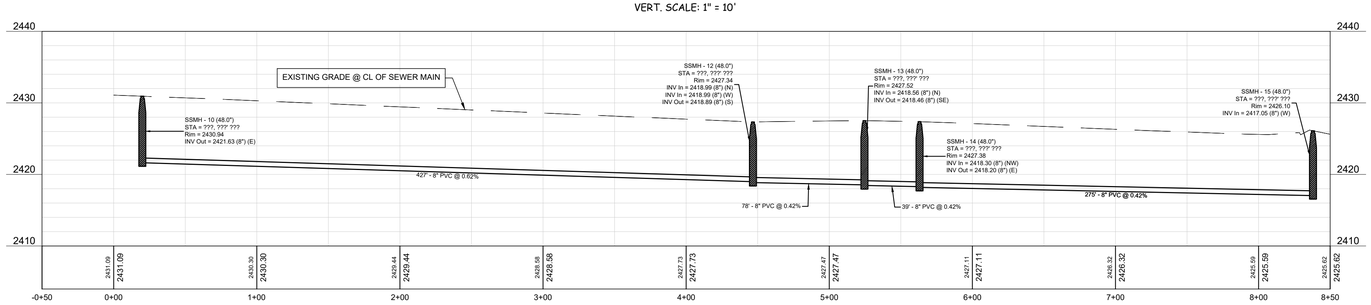
SEWER LINE 'D' - PROFILE

HORIZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 10'



SEWER LINE 'E' - PROFILE

HORIZ. SCALE: 1" = 50'
VERT. SCALE: 1" = 10'



ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

PROFESSIONAL ENGINEER REGISTERED ANTHONY M. CONT STATE OF IDAHO
PRELIMINARY NOT FOR CONSTRUCTION

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: TRA
DESIGNED BY: TRA
CHECKED BY: AMC

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

DATE: 3/12/26

REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO. R25146

PRELIMINARY SEWER P&P

P4.0

LANDSCAPE PLAN NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTORS RESPONSIBILITY.
2. ALL PLAN MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN ASSOCIATION OF NURSERYMANS NATIONAL STANDARD SPECIFICATIONS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS AND CONTRACT SPECIFICATIONS.
4. CONTRACTOR SHALL COORDINATE PLANTING WITH IRRIGATION CONTRACTOR.
5. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT THE WRITTEN CONSENT OF THE DESIGN PROFESSIONAL.
6. REFER TO MATERIALS PLAN FOR EXTENT OF SEEDING, SODDING, RIVER ROCK, AND BARK PLACEMENT.
7. REFER TO SHEET L1.00 FOR PROJECT PHASING, ALTERNATES, AND COORDINATION WITH WORK BY OTHERS.
5. IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND SYMBOL NUMBERS.
6. IN THE EVENT OF A DISCREPANCY, NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY.
7. TREES SHALL NOT BE PLANTED WITHIN THE 10'-0" CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES.
8. SEEPAGE BEDS AND OTHER STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.

LANDSCAPE NOTES:

1. CONTRACTOR SHALL REPORT TO DESIGN PROFESSIONAL ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
2. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT THE DESIGN PROFESSIONALS PRIOR WRITTEN APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CAN NOT BE OBTAINED.
3. COORDINATE ALL WORK WITH ALL OTHER SITE RELATED DEVELOPMENT DRAWINGS.
4. COORDINATE WORK SCHEDULE AND OBSERVATIONS WITH DESIGN PROFESSIONAL PRIOR TO CONSTRUCTION START-UP.
5. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS.
6. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
7. IN THE EVENT OF A PLANT COUNT DISCREPANCY, PLANT SYMBOLS SHALL OVERRIDE SCHEDULE QUANTITIES AND CALL OUT SYMBOL NUMBERS.
8. ALL PLANTING BEDS SHALL BE COVERED WITH A MINIMUM OF 3" DEPTH OF LARGE (2" MINUS) CRUSHED BASALT ROCK MULCH. SUBMIT SAMPLE FOR APPROVAL.
9. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF ACCEPTANCE BY THE OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
10. FINISH GRADES SHALL PROVIDE A SMOOTH TRANSITION WITH ADJACENT SURFACES AND ENSURE POSITIVE DRAINAGE IN ACCORDANCE WITH THE SITE GRADING PLAN.
11. AMEND EXISTING APPROVED TOPSOIL AT A RATE OF THREE CUBIC YARDS OF APPROVED COMPOST PER 1000 SQUARE FEET. ROTO-TILL ORGANIC MATTER A MINIMUM OF 6 INCHES INTO TOPSOIL.
12. FERTILIZE ALL TREES AND SHRUBS WITH AGRIFORM PLANTING TABLETS. QUANTITY PER MANUFACTURERS RECOMMENDATIONS.
13. ALL PLANTING BEDS SHALL HAVE A MINIMUM 18" DEPTH OF TOPSOIL. LAWN AREAS SHALL HAVE A MINIMUM 12" DEPTH OF TOPSOIL. SPREAD, COMPACT, AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE 3" BELOW ADJACENT SURFACES OF PLANTER BED AREAS, 1-1/2" BELOW ADJACENT SURFACES OF TURF SOD AREAS, AND 1" BELOW ADJACENT SURFACES OF TURF SEED AREAS.
14. REUSE EXISTING TOPSOIL STOCKPILED ON THE SITE. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. VERIFY SUITABILITY AND CONDITION OF TOPSOIL AS A GROWING MEDIUM. PERFORM SOIL TEST ANALYSIS AND PROVIDE ADDITIONAL AMENDMENT AS DETERMINED BY SOIL TESTS. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A HAVE A PH OF 5.5 TO 7.0. IF ONSITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTOR IS RESPONSIBLE TO EITHER:
    A) PROVIDE APPROVED IMPORTED TOPSOIL, OR
    B) MPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY THE DESIGN PROFESSIONAL.
15. IF IMPORTED TOPSOIL FROM OFFSITE SOURCES IS REQUIRED, ENSURE IT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
    A) OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THOSE FOUND ON THE PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS AT A DEPTH OF NOT LESS THAN 4 INCHES.
    B) REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY, TOXICITY, AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCY'S FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE OWNERS REPRESENTATIVE BY THE CONTRACTOR. NO TOPSOIL SHALL BE DELIVERED IN A FROZEN OR MUDDY CONDITION. ACIDITY/ALKALINITY RANGE - PH. 5.5 TO 7.6.
16. IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
17. TREES SHALL NOT BE PLANTED WITHIN THE 10'-0" CLEAR ZONE OF ALL A.C.H.D. STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. TREES SHALL NOT BE PLANTED WITHIN 5'-0" OF AN A.C.H.D. SIDEWALK.
18. ANY PERENNIAL TREES OR PLANTS THAT WILL EXTEND ROOTS DEEPER THAN 18" SHALL BE PROHIBITED OVER ACHD UNDERGROUND SEEPAGE BEDS, INFILTRATION FACILITIES OR PIPING SYSTEMS.
19. SEEPAGE BEDS AND OTHER STORM DRAINAGE FACILITIES MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
20. IN THE EVENT OF A DISCREPANCY, NOTIFY THE DESIGN PROFESSIONAL IMMEDIATELY.

TOPSOIL NOTES

1. TOPSOIL REQUIREMENTS: ASTM D 5268, PH RANGE OF 5.5 TO 7.0, FOUR PERCENT ORGANIC MATERIAL MINIMUM, FREE OF STONES 1/2 INCH OR LARGER IN ANY DIMENSION, AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
2. TOPSOIL SOURCE: STRIP EXISTING TOPSOIL FROM ALL AREAS OF THE SITE TO BE DISTURBED. TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, ORGANIC MATTER LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. TOPSOIL SHALL BE SCREENED TO ACHIEVE THIS REQUIREMENT.
3. REPRESENTATIVE SAMPLES SHALL BE TESTED FOR ACIDITY, FERTILITY AND GENERAL TEXTURE BY A RECOGNIZED COMMERCIAL OR GOVERNMENT AGENCY AND COPIES OF THE TESTING AGENCYS FINDINGS AND RECOMMENDATIONS SHALL BE FURNISHED TO THE ARCHITECTS REPRESENTATIVE BY THE CONTRACTOR. ALL TOPSOIL SHALL BE AMENDED TO ACHIEVE SPECIFIED PH AND ORGANIC REQUIREMENTS. RE-TEST TOPSOIL PRIOR TO FINAL COMPLETION TO ENSURE REQUIREMENTS HAVE BEEN MET. NO TOPSOIL SHALL BE PLACED WHILE IN A FROZEN OR MUDDY CONDITION.
4. PLACE TOPSOIL IN AREAS WHERE REQUIRED TO OBTAIN THICKNESS AS SCHEDULED. PLACE TOPSOIL DURING DRY WEATHER. PROVIDE ADDITIONAL IMPORTED TOPSOIL REQUIRED TO BRING SURFACE TO PROPOSED FINISH GRADE, AS REQUIRED.
5. COMPACTED TOPSOIL THICKNESS AT THE FOLLOWING AREAS:
    A. LAWN AREAS: 12 INCHES MINIMUM OR AS NECESSARY TO ACHIEVE EVEN GRADES WITH SURROUNDING LAWN AREAS.
    B. PLANTER BEDS: 18 INCHES MINIMUM
6. FINE GRADE TOPSOIL TO SMOOTH, EVEN SURFACE WITH LOOSE, UNIFORMLY FINE TEXTURE. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. FINISH GRADE OF TOPSOIL SHALL BE 2" BELOW FINISH GRADE OF PAVEMENTS AREAS FOR SOD AND 1" FOR SEED.
7. TOPSOIL STOCKPILE LOCATIONS TO BE COVERED COORDINATE WITH EROSION AND SEDIMENT CONTROL PLAN.
8. ALL GRAVEL, SUBBASE, AND OTHER IMPORTED FILL MATERIALS OTHER THAN TOPSOIL SHALL ONLY BE STOCKPILED IN PROPOSED IMPERVIOUS AREAS. NO GRAVEL OR ROCK MATERIALS SHALL BE STOCKPILED OR TEMPORARILY PLACED IN PROPOSED LANDSCAPE AREAS TO PREVENT LANDSCAPE AREAS FROM BEING CONTAMINATED WITH ROCK MATERIALS. CONTRACTOR SHALL SUBMIT A DETAILED STOCKPILE PLAN TO DESIGN PROFESSIONAL AND OWNER FOR APPROVAL PRIOR TO ANY EARTHWORK OPERATIONS.

TURF AREA PREPARATION NOTES:

1. LIMIT TURF SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
2. NEWLY GRADED SUBGRADES: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 4 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
3. SPREAD PLANTING SOIL OVER LOOSENED SUBGRADE.
4. REDUCE ELEVATION OF PLANTING SOIL TO ALLOW FOR SOIL THICKNESS OF SOD.
5. UNCHANGED SUBGRADES: IF TURF IS TO BE PLANTED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADING, OR SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS:
    A. REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO SURFACE SOIL.
    B. LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING TO PLANTING SOIL MIX PROPORTIONS AND MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
6. APPLY SOIL AMENDMENTS DIRECTLY TO SURFACE SOIL BEFORE LOOSENING.
    A. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, TRASH, AND OTHER EXTRANEOUS MATTER.
    B. LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNERS PROPERTY.
7. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
8. MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
9. BEFORE PLANTING, OBTAIN DESIGN PROFESSIONAL'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.

LANDSCAPE AREA PREPARATION NOTES:

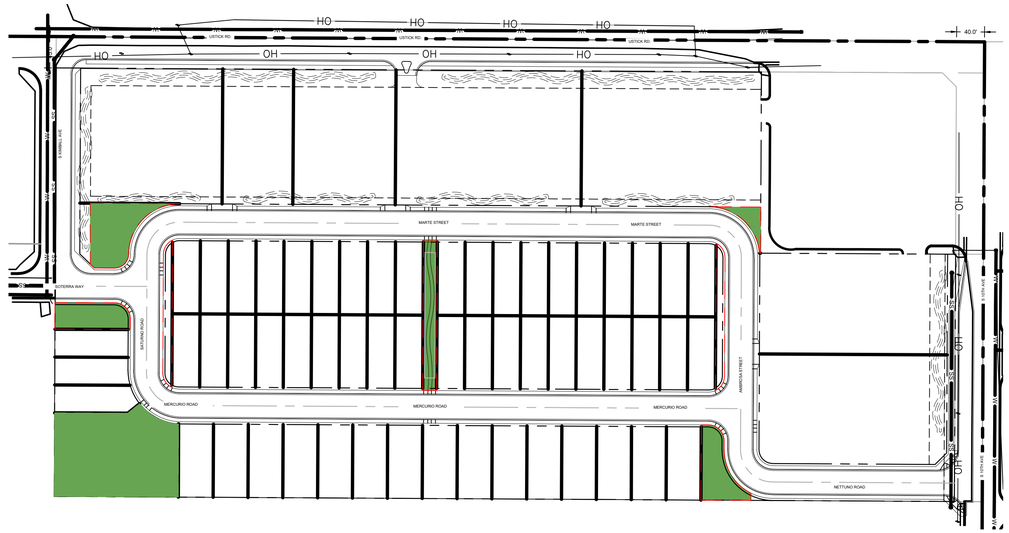
1. LIMIT TURF SUBGRADE PREPARATION TO AREAS TO BE PLANTED.
2. NEWLY GRADED SUBGRADES: LOOSEN SUBGRADE TO A MINIMUM DEPTH OF 4 INCHES. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
    A. SPREAD PLANTING SOIL TO A DEPTH OF 12 INCHES IN TURF AREAS AND 18 INCHES AT SHRUB BED AREAS BUT NOT LESS THAN REQUIRED TO MEET FINISH GRADES AFTER LIGHT ROLLING AND NATURAL SETTLEMENT. DO NOT SPREAD IF PLANTING SOIL OR SUBGRADE IS FROZEN, MUDDY, OR EXCESSIVELY WET.
    B. SPREAD PLANTING SOIL OVER LOOSENED SUBGRADE.
    C. REDUCE ELEVATION OF PLANTING SOIL TO ALLOW FOR SOIL THICKNESS OF SOD OR SEED.
3. UNCHANGED SUBGRADES: IF TURF IS TO BE PLANTED IN AREAS UNALTERED OR UNDISTURBED BY EXCAVATING, GRADING, OR SURFACE-SOIL STRIPPING OPERATIONS, PREPARE SURFACE SOIL AS FOLLOWS:
    A. REMOVE EXISTING GRASS, VEGETATION, AND TURF. DO NOT MIX INTO SURFACE SOIL.
    B. LOOSEN SURFACE SOIL TO A DEPTH OF AT LEAST 6 INCHES. PROVIDE WEED ABATEMENT PROCEDURE. APPLY SOIL AMENDMENTS AND FERTILIZERS ACCORDING TO PLANTING SOIL MIX PROPORTIONS AND MIX THOROUGHLY INTO TOP 6 INCHES OF SOIL. TILL SOIL TO A HOMOGENEOUS MIXTURE OF FINE TEXTURE.
    C. APPLY SOIL AMENDMENTS DIRECTLY TO SURFACE SOIL BEFORE LOOSENING.
    D. REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, TRASH, AND OTHER EXTRANEOUS MATTER.
    E. LEGALLY DISPOSE OF WASTE MATERIAL, INCLUDING GRASS, VEGETATION, AND TURF, OFF OWNERS PROPERTY.
4. FINISH GRADING: GRADE PLANTING AREAS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. GRADE TO WITHIN PLUS OR MINUS 1/2 INCH OF FINISH ELEVATION. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES. LIMIT FINISH GRADING TO AREAS THAT CAN BE PLANTED IN THE IMMEDIATE FUTURE.
5. MOISTEN PREPARED AREA BEFORE PLANTING IF SOIL IS DRY. WATER THOROUGHLY AND ALLOW SURFACE TO DRY BEFORE PLANTING. DO NOT CREATE MUDDY SOIL.
6. BEFORE PLANTING, OBTAIN DESIGN PROFESSIONAL'S ACCEPTANCE OF FINISH GRADING; RESTORE PLANTING AREAS IF ERODED OR OTHERWISE DISTURBED AFTER FINISH GRADING.
7. DO NOT SOW IMMEDIATELY FOLLOWING RAIN, OR WHEN GROUND IS TOO DRY. TEMPERATURE SHALL BE BETWEEN 55 F AND 95 F FOR A 24 HOUR PERIOD. WIND SHALL BE LESS THAN 5 MPH.

WEED ABATEMENT NOTES:

1. ALL AREAS TO BE PLANTED OR HYDROSEEDED SHALL HAVE WEED ABATEMENT OPERATIONS PERFORMED ON THEM PRIOR TO PLANTING OR HYDROSEEDING.
2. CONTRACTOR SHALL SPRAY ALL EXPOSED WEEDS WITH "ROUND-UP" (CONTACT HERBICIDE) OR APPROVED EQUAL.
3. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE EXPOSED WEEDS FROM THE SITE.
4. CONTRACTOR SHALL OPERATE THE AUTOMATIC IRRIGATION SYSTEM FOR A PERIOD OF FOURTEEN (14) DAYS. AT CONCLUSION OF THIS WATERING PERIOD, DISCONTINUE WATERING FOR THREE TO FIVE (3-5) DAYS.
5. APPLY SECOND APPLICATION OF "ROUND-UP" TO ALL EXPOSED WEEDS. APPLY IN STRICT CONFORMANCE WITH MANUFACTURERS SPECIFICATIONS AND INSTRUCTIONS. DO NOT WATER FOR AT LEAST SEVEN (7) DAYS. REMOVE WEEDS FROM THE SITE.
6. IF ANY EVIDENCE OF WEED GERMINATION EXISTS AFTER TWO (2) APPLICATIONS, CONTRACTOR SHALL BE DIRECTED TO PERFORM A THIRD APPLICATION.
7. AT THE TIME OF PLANTING AND HYDROSEEDING, ALL PLANTING AREAS SHALL BE WEED FREE.

IRRIGATION NOTES:

1. ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH INSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES. EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
2. PLANTER BEDS AND LAWN AREAS ARE TO HAVE SEPARATE HYDRO-ZONES.
3. POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 4 INCHES AT LAWN AREAS AND 18" AT PLANTER BEDS.
4. PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEM OR POP-UP SPRAY SYSTEM, ANNUALS, PERENNIALS GROUND COVERS OR SHRUB MASSINGS SHALL HAVE A POP-UP SPRAY SYSTEM.
5. ELECTRONIC WATER DISTRIBUTION TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
    a. PRECISE INDIVIDUAL STATION TIMING
    b. RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
    c. AT LEAST ONE PROGRAM FOR EACH HYDROZONE
    d. SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
    e. POWER FAILURE BACKUP FOR ALL PROGRAMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
6. INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
7. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% HEAD TO HEAD COVERAGE WITH TRIANGULAR SPACING.
8. SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES (BUILDINGS, SIDEWALKS, DRIVEWAYS, AND ASPHALT AREAS).
9. PROVIDE MINIMUM (1) QUICK COUPLER VALVE PER EACH (6) AUTOMATIC VALVE ZONES. APPROVE Q.C.V. LOCATIONS WITH DESIGN PROFESSIONAL.



OPEN SPACE EXHIBIT
N.T.S.
NORTH

OPEN SPACE REQUIREMENTS

TOTAL ACRES OF DEVELOPMENT
- TOTAL: 721,462 S.F. (16.56± ACRES)

COMMERCIAL
- TOTAL: 278,772± S.F. (6.35± ACRES)
- OPEN SPACE - 46,685 S.F. (1.07± ACRES)

RESIDENTIAL
- TOTAL: 383,764 S.F. (8.81± ACRES)

TOTAL RESIDENTIAL OPEN SPACE 41,374 S.F. (0.95± ACRES)

	RESIDENTIAL OPEN SPACE REQUIRED	RESIDENTIAL OPEN SPACE PROVIDED
	10% OPEN SPACE - 0.881 ACRES± (38,376 S.F.)	10.78±% OPEN SPACE - 0.95 ACRES± (41,374 S.F.)
	TREES REQUIRED 8 TREES	TREES PROVIDED 13 TREES

LANDSCAPE REQUIREMENTS

USTICK ROAD - PRINCIPAL ARTERIAL - 1012 LINEAR FEET

REQUIREMENTS:	TREES REQUIRED	TREES PROVIDED
• 25 FOOT LANDSCAPE BUFFER		
• 1 TREE PER 25 LINEAR FEET FOR CLASS I TREES	29 CLASS II	29 CLASS II
• 1 TREE PER 35 LINEAR FEET FOR CLASS II TREES	TREES	TREES
• NO MORE THAN 40% OF THE SAME TREE SPECIES	SHRUBS REQUIRED	SHRUBS PROVIDED
• NO MORE THAN 50% SHALL BE CLASS I TREES	253	253
• 1 SHRUB PER 4 LINEAR FEET		
• UNDULATING BERMS MINIMUM 2' IN HEIGHT	TURF ALLOWED	TURF PROVIDED
• NO LESS THAN 20% TURF AND NO MORE THAN 50% TURF	12,650 S.F (50%)	8,553 S.F.

S. 10TH AVE. - MINOR ARTERIAL - 355 LINEAR FEET

REQUIREMENTS:	TREES REQUIRED	TREES PROVIDED
• 25 FOOT LANDSCAPE BUFFER		
• 1 TREE PER 25 LINEAR FEET FOR CLASS I TREES	14 TREES	8 CLASS II TREES
• 1 TREE PER 35 LINEAR FEET FOR CLASS II TREES		7 CLASS II TREES
• NO MORE THAN 40% OF THE SAME TREE SPECIES	SHRUBS REQUIRED	SHRUBS PROVIDED
• NO MORE THAN 50% SHALL BE CLASS I TREES	89	89
• NO LESS THAN 20% TURF AND NO MORE THAN 50% TURF		
• 1 SHRUB PER 4 LINEAR FEET	TURF ALLOWED	TURF PROVIDED
◦ CLASS I TREES PROPOSED DUE TO OVERHEAD POWER LINES PRESENT	4,438 S.F (50%)	2,645 S.F.

S. KIMBALL AVE. - LOCAL - 328 LINEAR FEET

REQUIREMENTS:	TREES REQUIRED	TREES PROVIDED
• 15 FOOT LANDSCAPE BUFFER		
• 1 TREE PER 25 LINEAR FEET FOR CLASS I TREES	9 CLASS II	9 CLASS II
• 1 TREE PER 35 LINEAR FEET FOR CLASS II TREES	TREES	TREES
• NO MORE THAN 40% OF THE SAME TREE SPECIES	SHRUBS REQUIRED	SHRUBS PROVIDED
• NO MORE THAN 50% SHALL BE CLASS I TREES	82	82
• 1 SHRUB PER 4 LINEAR FEET		
• NO MORE THAN 50% SHALL BE CLASS I TREES		
• NO LESS THAN 20% TURF AND NO MORE THAN 50% TURF	TURF ALLOWED	TURF PROVIDED
• 1 SHRUB PER 4 LINEAR FEET	2,460 S.F (50%)	1,021 S.F.

MARTE STREET - LOCAL - 760 LINEAR FEET

REQUIREMENTS:	TREES REQUIRED	TREES PROVIDED
• 10 FOOT LANDSCAPE BUFFER		
• 1 TREE PER 25 LINEAR FEET FOR CLASS I TREES	21 CLASS II	21 CLASS II
• 1 TREE PER 35 LINEAR FEET FOR CLASS II TREES	TREES	TREES
• NO MORE THAN 40% OF THE SAME TREE SPECIES	SHRUBS REQUIRED	SHRUBS PROVIDED
• NO MORE THAN 50% SHALL BE CLASS I TREES	190	190
• 1 SHRUB PER 4 LINEAR FEET		
• NO MORE THAN 50% SHALL BE CLASS I TREES		
• NO LESS THAN 20% TURF AND NO MORE THAN 50% TURF	TURF ALLOWED	TURF PROVIDED
• 1 SHRUB PER 4 LINEAR FEET	3,800 S.F (50%)	3,487 S.F.

COMMERCIAL PROPERTIES & BUILDING FACADE

REQUIREMENTS:
- 25 FOOT LANDSCAPE BUFFER
- 1 TREE PER 25 LINEAR FEET FOR CLASS I TREES
- 1 TREE PER 35 LINEAR FEET FOR CLASS II TREES
- NO MORE THAN 40% OF THE SAME TREE SPECIES
- NO MORE THAN 50% SHALL BE CLASS I TREES
- 1 SHRUB PER 7 LINEAR FEET

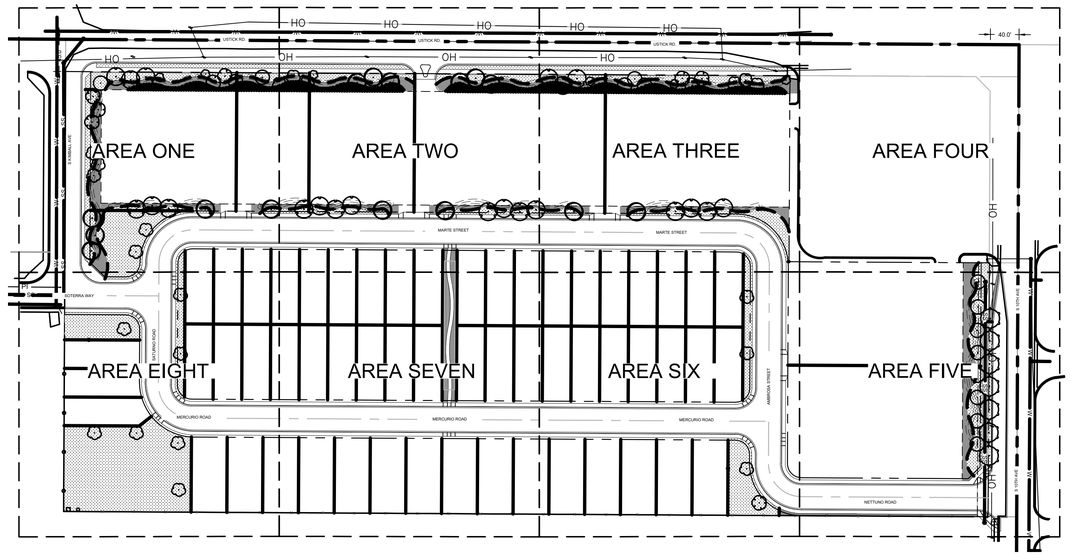
BUILDING FACADE REQUIREMENTS:
- 5' WIDE LANDSCAPE PLANTER
- 1, 3-GALLON SHRUB PER 3 LINEAR FEET OF FOUNDATION
  - PER INDIVIDUAL LOT OWNER

RESIDENTIAL PORTION - 383,764 S.F. (8.81 ACRES)

REQUIREMENTS:	OPEN SPACE REQUIRED	OPEN SPACE PROVIDED
• LOTS UNDER 6,000 S.F. SHALL HAVE A MINIMUM OF 10% OPEN SPACE	38,376 S.F.	38,408 S.F.
• 1 TREE PER 5,000 S.F.		
• NO STREET TREE REQUIREMENT FOR LOCAL/NON CLASSIFIED STREETS WITHIN RESIDENTIAL SUBDIVISION.	OPEN SPACE TREES REQUIRED 8	OPEN SPACE TREES PROVIDED 13

PATHWAY LANDSCAPING 217 LINEAR FEET

REQUIREMENTS:	TREES REQUIRED	TREES PROVIDED
• 5' WIDE PAVED PATHWAY		
• MIN. 5' LANDSCAPE BUFFER ADJACENT TO PATHWAY	2	2'
• 1, CLASS II TREE PER 100 LINEAR FEET	SHRUBS REQUIRED	SHRUBS PROVIDED
• 25 SHRUBS PER 100 LINEAR FEET	53	53
◦ NO TREES ALLOWED WITHIN 10' OF ALL STORM WATER INFRASTRUCTURE		
◦ REQUIRED TREES HAVE BEEN RELOCATED ON SITE		



OVERALL LANDSCAPE PLAN
NORTH
0 100 200 300 feet
1" = 100'

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO — JOSEPH W. WILLIAMS — 15966 — REGISTERED LANDSCAPE ARCHITECT — PRELIMINARY NOT FOR CONSTRUCTION — 3/12/26

SCALE (H): PER PLAN SCALE (V): PER PLAN	
DRAWN BY:	CJW
DESIGNED BY:	CJW
CHECKED BY:	CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

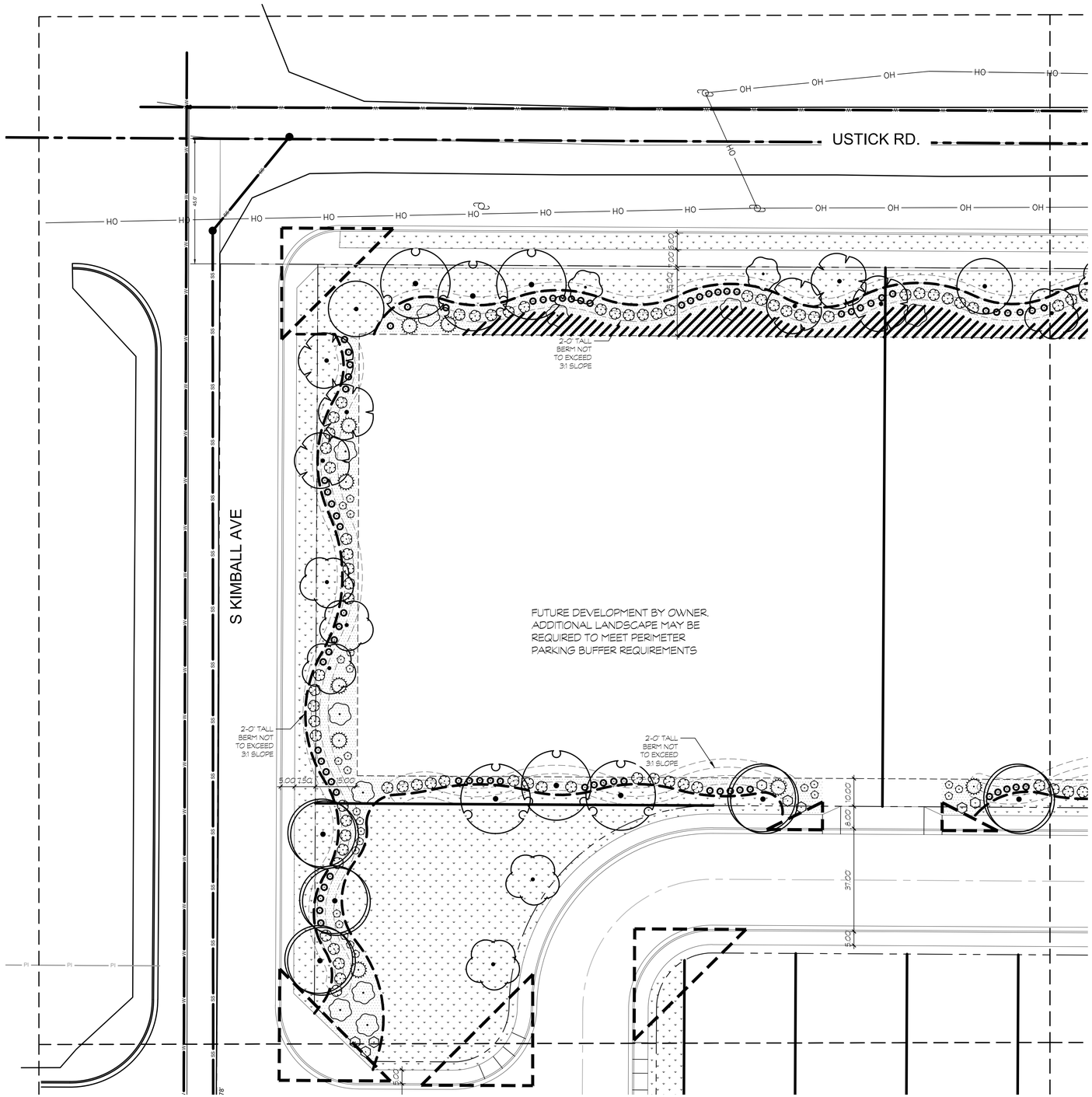
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO. R25146

OVERALL LANDSCAPE PLAN

L1.0

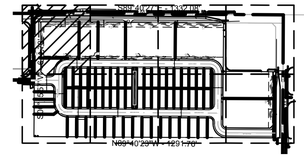


LANDSCAPE PLAN - AREA ONE

NORTH

0 20 40 60 feet

1" = 20'



KEY MAP
N.T.S.
NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.9
- PROPOSED 2-0" BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1 CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.9
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES KEITHSFORM NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES 'WARRENRED' PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA PNI 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW' WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKERS LOW' WALKERS LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABOLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO — JEREMIAH W. LAMOUSTUS — 21026 — LICENSED LANDSCAPE ARCHITECT

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: CJW
DESIGNED BY: CJW
CHECKED BY: CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

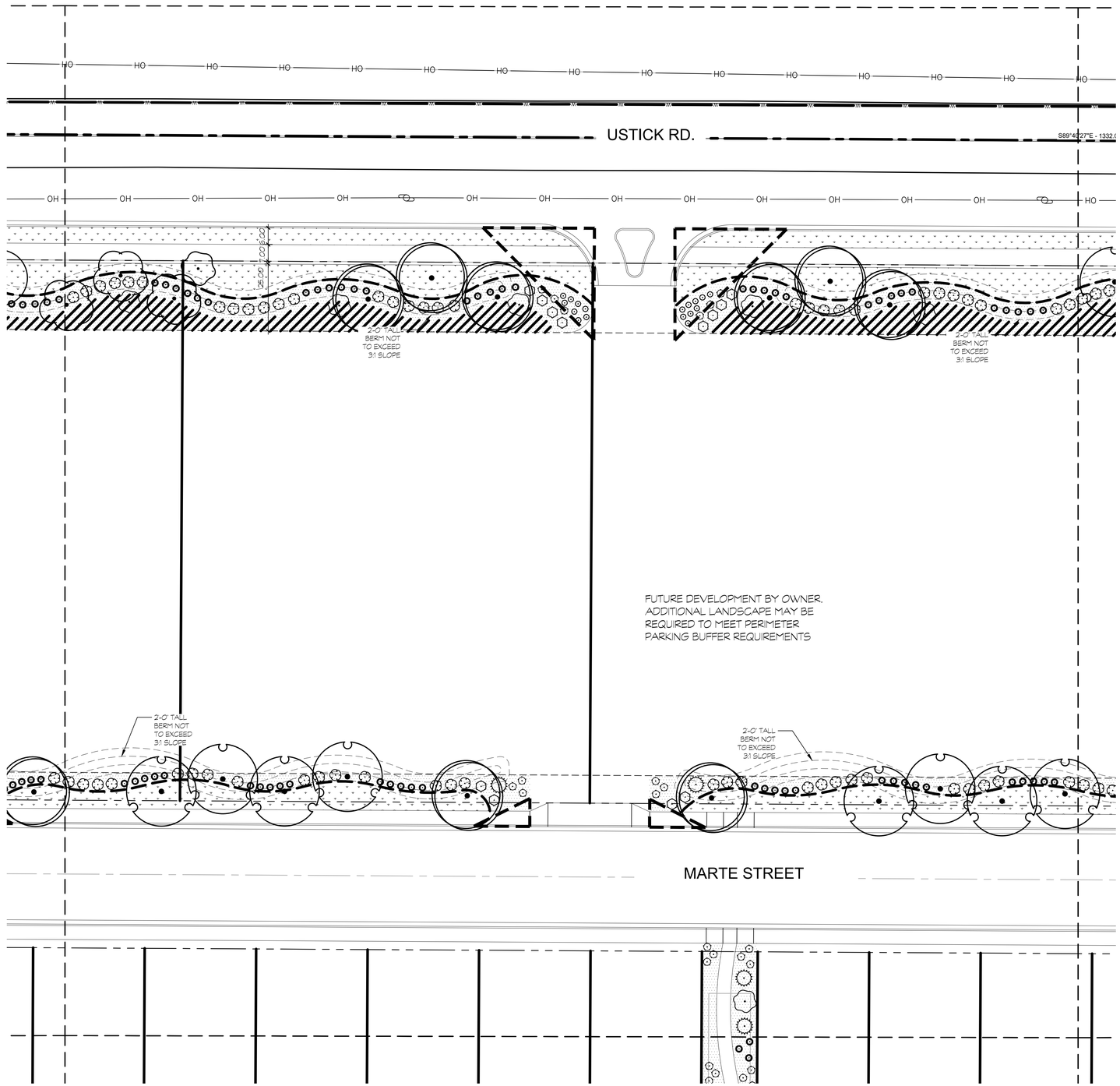
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO.
R25146

LANDSCAPE PLAN

L1.1

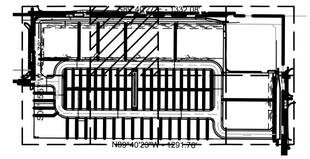


LANDSCAPE PLAN - AREA TWO

NORTH

0 20 40 60 feet

1" = 20'



KEY MAP
N.T.S.
NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.3
- PROPOSED 2-0" BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1' CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.3
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES KEITHSFORM NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES 'WARRENRED PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA PNI 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABOLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO
PRELIMINARY
NOT FOR CONSTRUCTION
CHRISTOPHER J. WEBB
LANDSCAPE ARCHITECT
LA-3026

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: CJW
DESIGNED BY: CJW
CHECKED BY: CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

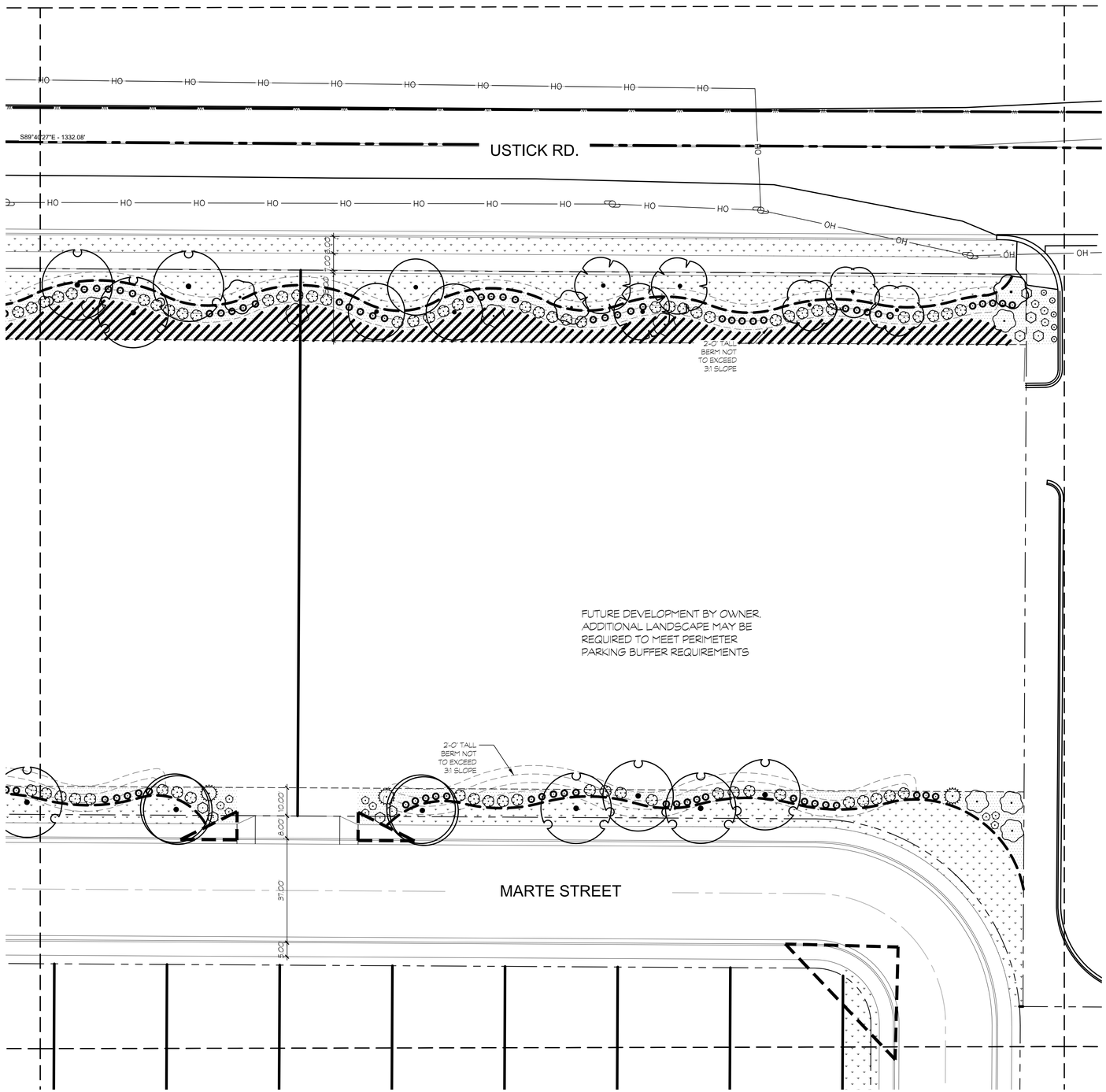
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO.
R25146

LANDSCAPE PLAN

L1.2

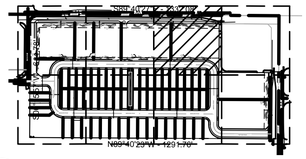


LANDSCAPE PLAN - AREA THREE

NORTH

0 20 40 60 feet

1" = 20'



KEY MAP
N.T.S.

NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.9
- PROPOSED 2-0" BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1 CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.9
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES 'KEITHSFORM' NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES 'WARRENRED' PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA PNI 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW' WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO
JEFFREY W. GUSTAFSON
PRELIMINARY
NOT FOR CONSTRUCTION
LICENSED LANDSCAPE ARCHITECT
No. LA-3026

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: CJW
DESIGNED BY: CJW
CHECKED BY: CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

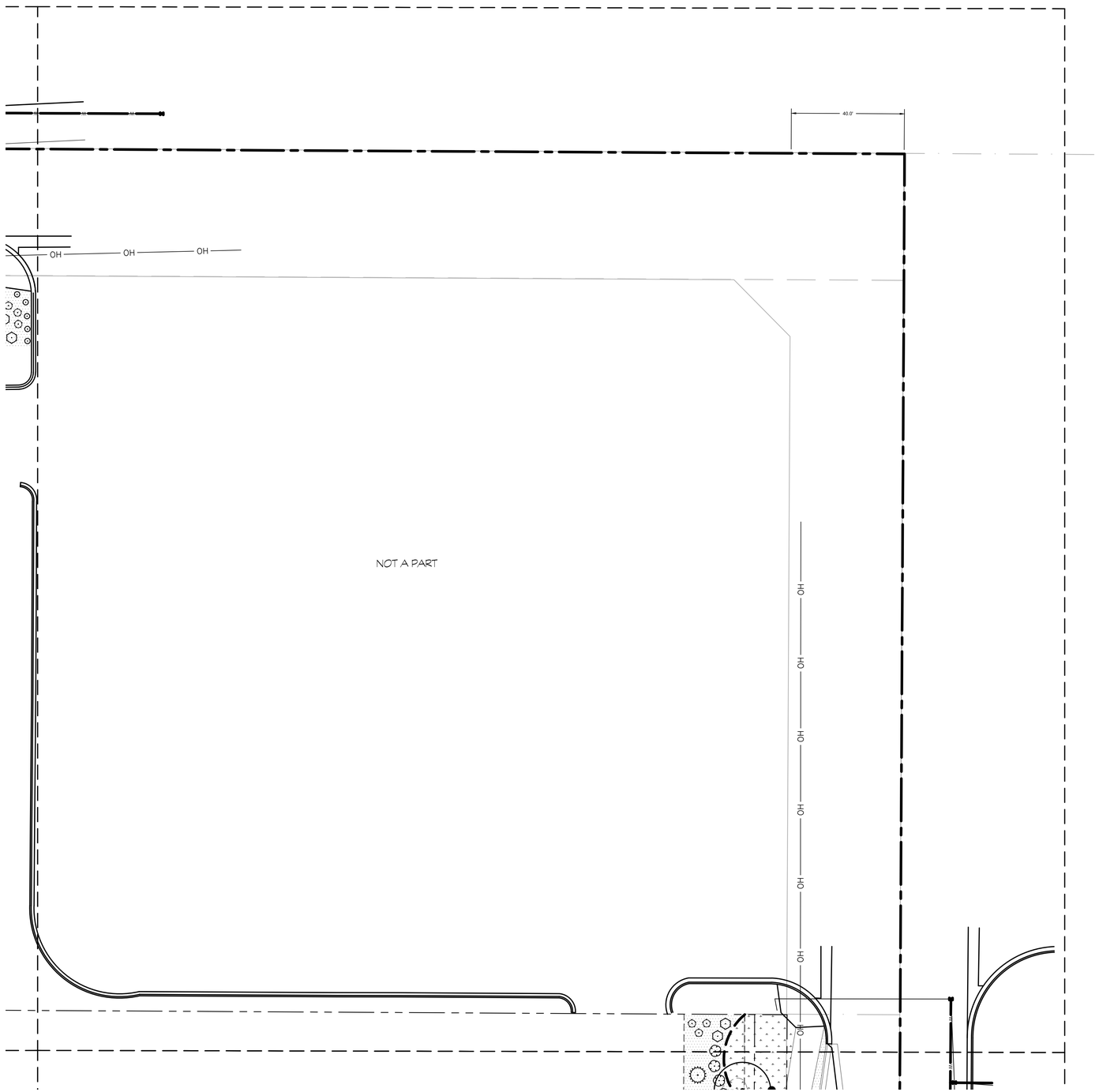
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO.
R25146

LANDSCAPE PLAN

L1.3

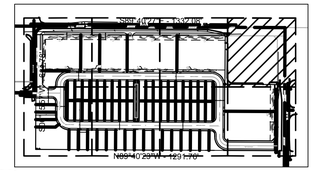


LANDSCAPE PLAN - AREA FOUR

NORTH

0 20 40 60 feet

1" = 20'



KEY MAP

N.T.S.

NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.9
- PROPOSED 2'-0" BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1' CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.9
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES KEITHSFORM NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES 'WARRENRED' PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA PNI 2720 PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW' WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKERS LOW' WALKERS LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO — JOSEPH A. WILLIAMS — 23026 — REGISTERED LANDSCAPE ARCHITECT

PRELIMINARY NOT FOR CONSTRUCTION

SCALE (H):	PER PLAN
SCALE (V):	PER PLAN
DRAWN BY:	CJW
DESIGNED BY:	CJW
CHECKED BY:	CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

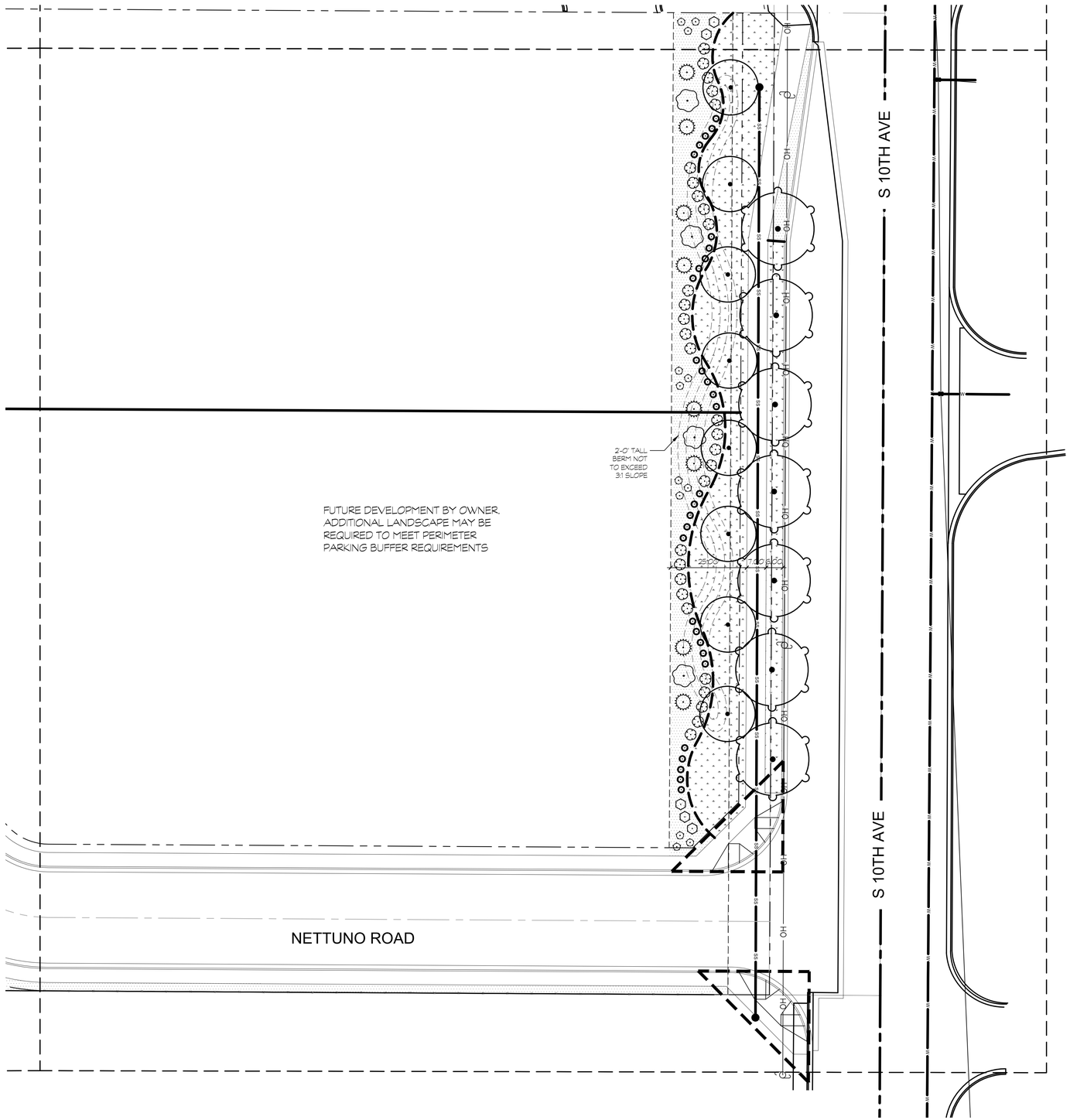
REVISIONS

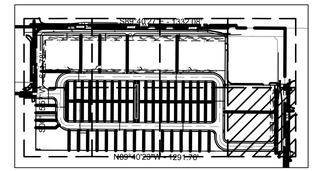
	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO. R25146

LANDSCAPE PLAN

L1.4





KEY MAP
N.T.S.
NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.9
- PROPOSED 2-0" BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1' CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.9
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES 'KEITHSFORM' NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES 'WARRENRED' PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA 'PN 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW' WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

LANDSCAPE PLAN - AREA FIVE

NORTH
0 20 40 60 feet
1" = 20'

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO
JOSEPH T. WILLIAMS
LICENSED LANDSCAPE ARCHITECT
PRELIMINARY
NOT FOR CONSTRUCTION
3/12/26

SCALE (H): PER PLAN SCALE (V): PER PLAN	
DRAWN BY:	CJW
DESIGNED BY:	CJW
CHECKED BY:	CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

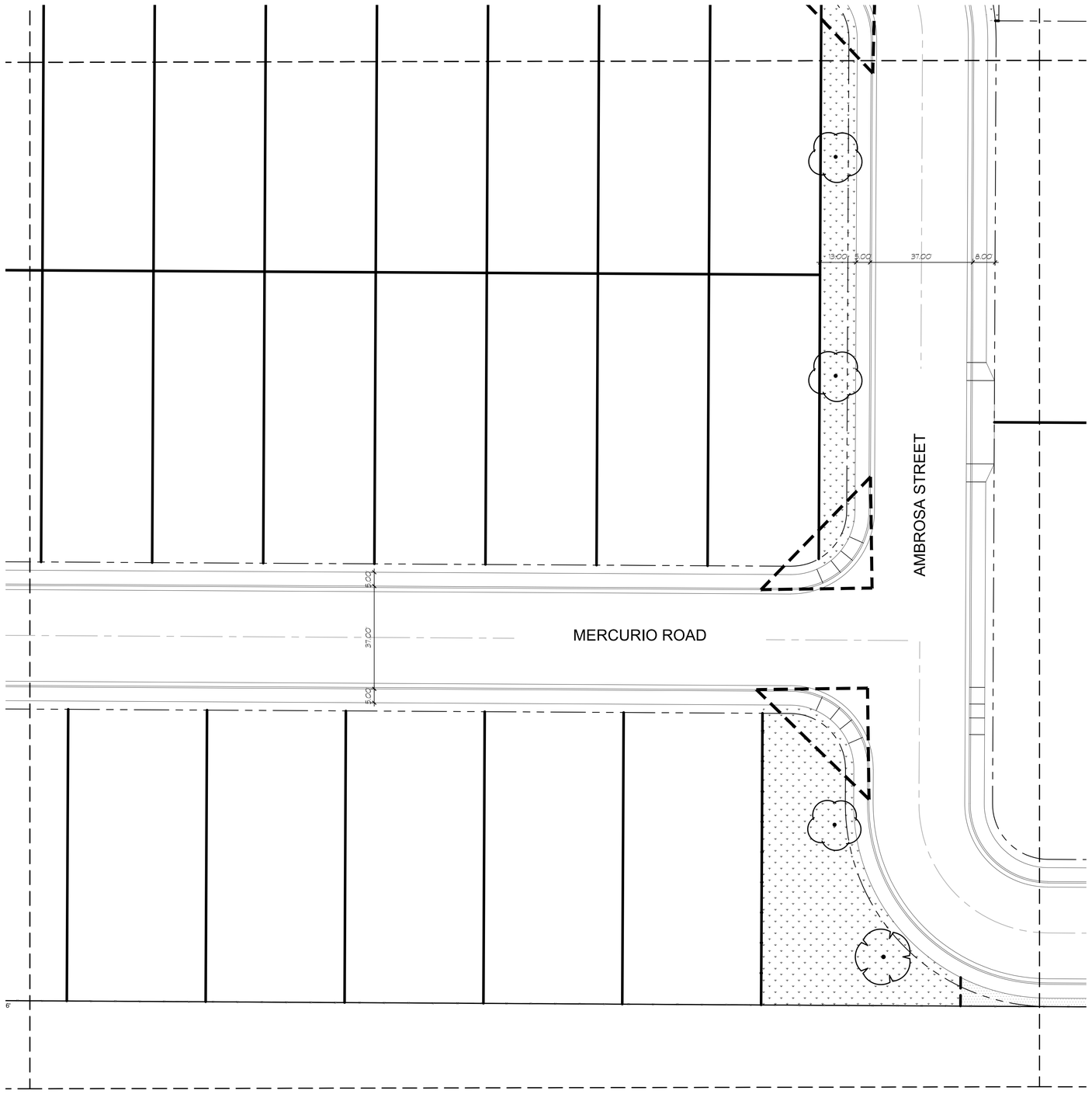
REVISIONS

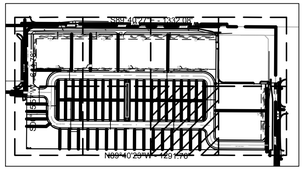
	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO.
R25146

LANDSCAPE PLAN

L1.5





KEY MAP
N.T.S.
NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.9
- PROPOSED 2-0" BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1' CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.9
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES 'KEITHSFORM' NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES 'WARRENRED' PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA 'PN 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW' WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

LANDSCAPE PLAN - AREA SIX

NORTH

0 20 40 60 feet

1" = 20'

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO
JEREMY WOLTERS
LICENSED LANDSCAPE ARCHITECT
PRELIMINARY
NOT FOR CONSTRUCTION
3/12/26

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: CJW
DESIGNED BY: CJW
CHECKED BY: CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

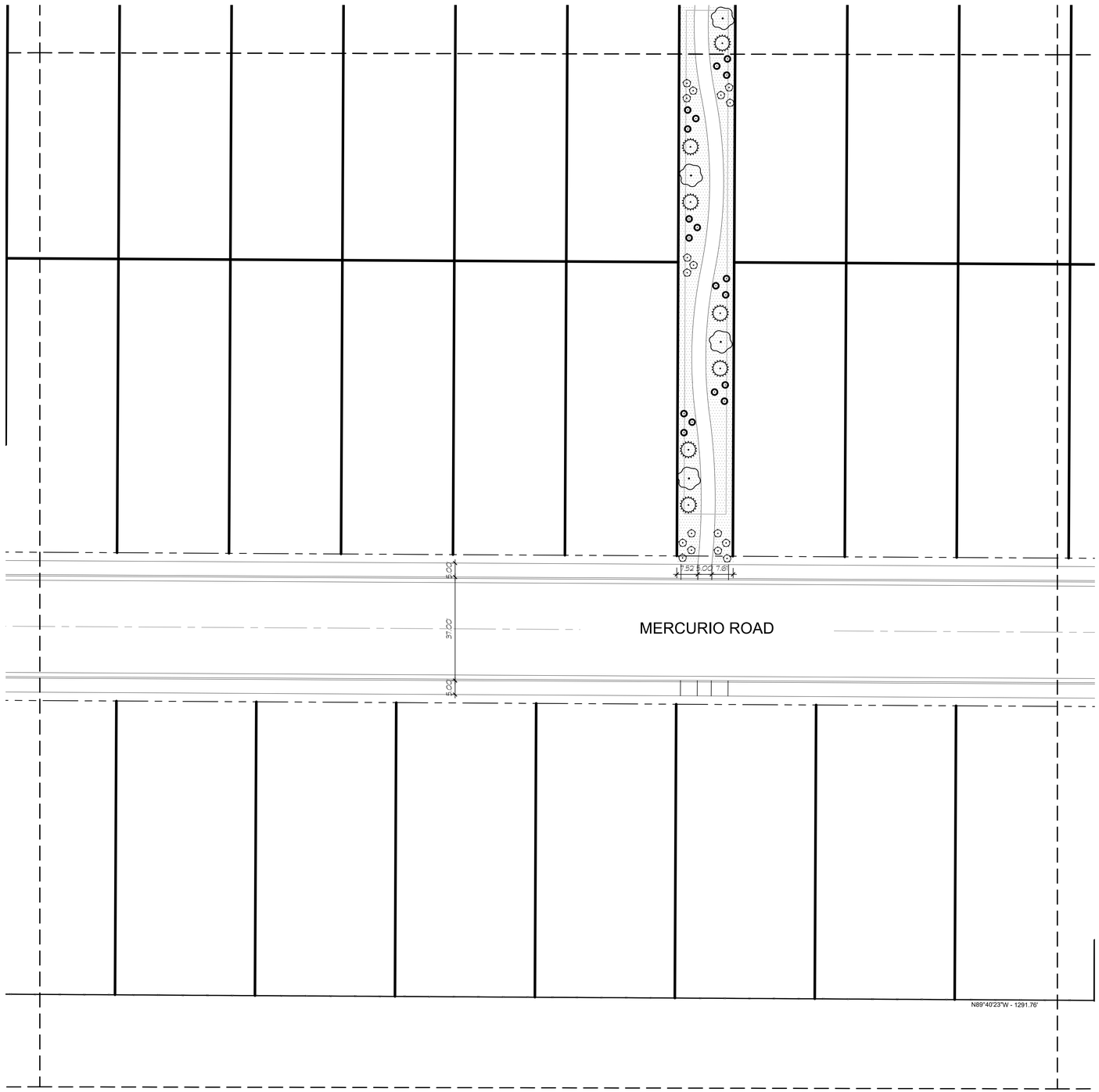
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO.
R25146

LANDSCAPE PLAN

L1.6

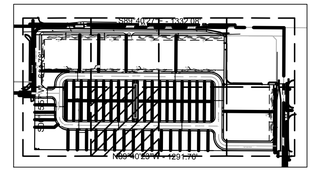


LANDSCAPE PLAN - AREA SEVEN

NORTH

0 20 40 60 feet

1" = 20'



KEY MAP

N.T.S.

NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.9
- PROPOSED 2-0' BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1' CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.9
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES KEITHSFORM NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES WARRENRED PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA 'PNI 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW' WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO — JASON W. WILLIAMS — 23026 — LANDSCAPE ARCHITECT — PRELIMINARY NOT FOR CONSTRUCTION

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: CJW
DESIGNED BY: CJW
CHECKED BY: CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

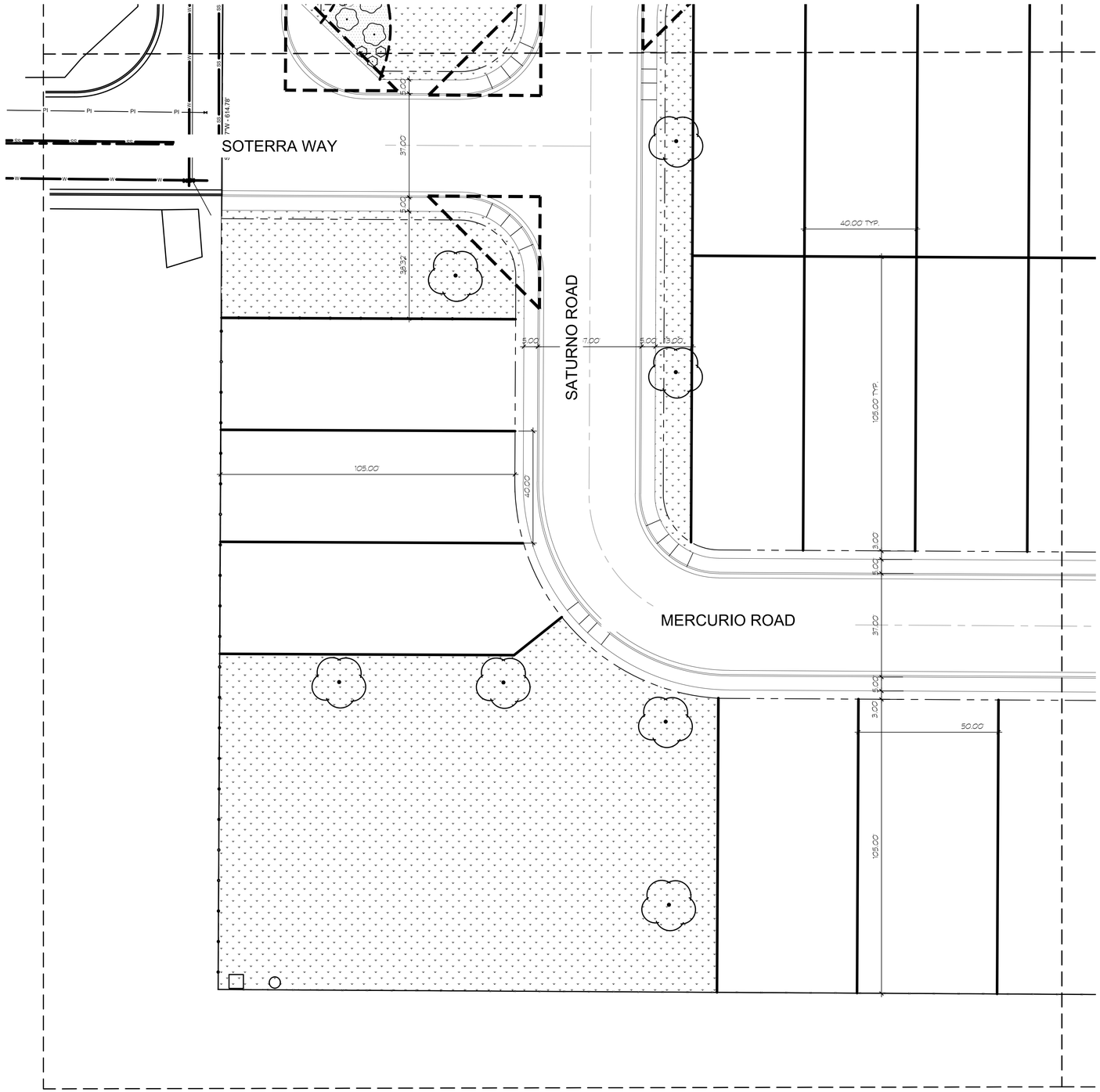
REVISIONS

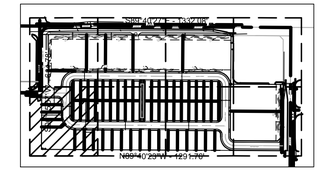
	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO.
R25146

LANDSCAPE PLAN

L1.7





KEY MAP
N.T.S.
NORTH

LANDSCAPE LEGEND

- PROPERTY LINE
- SETBACK LINE
- CLEAR VISION TRIANGLE - NO VEGETATION OVER 30" AT MATURITY WITHIN
- CUT EDGING PER DETAIL
- SAVE AND PROTECT EXISTING FENCE
- PROPOSED 6' HIGH CLOSED VISION FENCE PER DETAIL 6 ON SHEET L1.9
- PROPOSED 2'-0" BERM NOT TO EXCEED 3:1 SLOPE. CONTOURS SHOWN AT 1' CONTOURS.
- PROPOSED PLANT MATERIAL PER DETAILS 1, 2, 3, & 4 ON SHEET L1.9
- DROUGHT TOLERANT SOD OVER APPROVED TOP SOIL AS SPECIFIED
- PLANTER BED - 3" DEPTH OF 2" MINUS CRUSHED BASALT ROCK MULCH OVER DEWITT PRO 5 WEED BARRIER
- AREA FOR FUTURE COMMERCIAL LANDSCAPE REQUIREMENTS

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES				
	21	ACER PLATANOIDES 'DEBORAH' DEBORAH NORWAY MAPLE	2" CAL. B&B	40' H X 30' W CLASS II
	11	ACER TRUNCATUM X PLATANOIDES KEITHSFORM NORWEGIAN SUNSET® MAPLE	2" CAL. B&B	35' H X 25' W CLASS II
	12	ACER TRUNCATUM X PLATANOIDES 'WARRENRED PACIFIC SUNSET® MAPLE	2" CAL. B&B	30' H X 25' W CLASS II
	6	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30' H X 25' W CLASS I
	21	GINKGO BILOBA 'PNI 2720' PRINCETON SENTRY® MAIDENHAIR TREE	2" CAL. B&B	40' H X 20' W CLASS II
	15	TILIA CORDATA LITTLELEAF LINDEN	2" CAL. B&B	50' H X 30' W CLASS II
	7	ZELKOVA SERRATA 'SCHMIDTLOW WIRELESS® JAPANESE ZELKOVA	2" CAL. B&B	25' H X 35' W CLASS I
SHRUBS				
	252	CALAMAGROSTIS X ACUTIFLORA 'STRICTA' KARL FOERSTER FEATHER REED GRASS	1 GAL.	4' H X 3' W
	227	CORNUS STOLONIFERA 'FARROW' ARCTIC FIRE® RED TWIG DOGWOOD	5 GAL.	4' H & W
	22	HEMEROCALLIS X 'RED RUM' RED RUM DAYLILY	1 GAL.	2' H & W
	93	NEPETA X 'WALKER'S LOW' WALKER'S LOW CATMINT	1 GAL.	2' H X 3' W
	31	PHYSOCARPUS OPULIFOLIUS 'MONLO' DIABLO® NINEBARK	5 GAL.	8' H & W
	30	PINUS MUGO 'PUMILIO' DWARF MUGO PINE	5 GAL.	4' H X 6' W
	12	WEIGELA FLORIDA 'VARIEGATA NANA' VARIEGATED DWARF WEIGELA	5 GAL.	3' H X 4' W

LANDSCAPE PLAN - AREA EIGHT

NORTH

0 20 40 60 feet

1" = 20'

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO
JOSHUA M. WHITE
PRELIMINARY
NOT FOR CONSTRUCTION
LANDSCAPE ARCHITECT

SCALE (H): PER PLAN
SCALE (V): PER PLAN
DRAWN BY: CJW
DESIGNED BY: CJW
CHECKED BY: CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

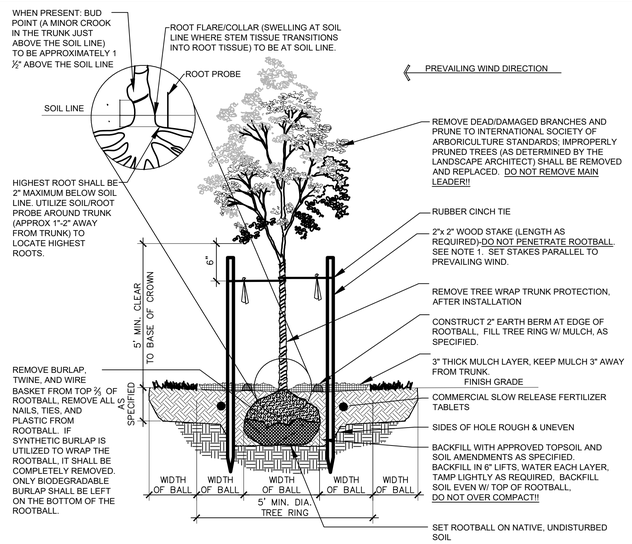
REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO.
R25146

LANDSCAPE PLAN

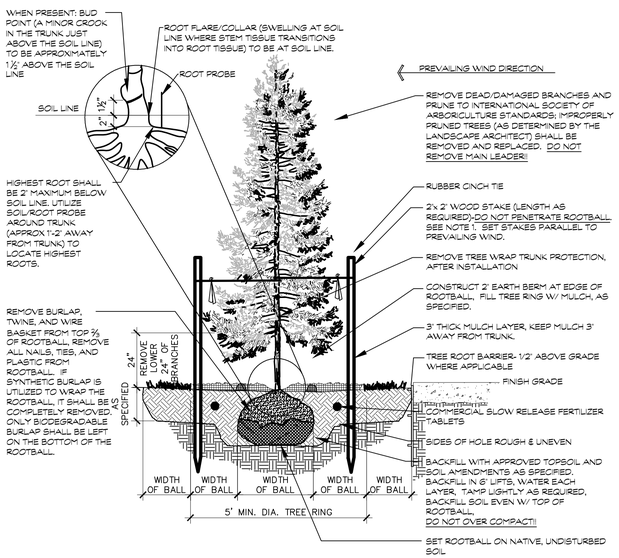
L1.8



1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICHEVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
7. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE TREE ROOT BARRIER (DEEPROOT #24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

1 DECIDUOUS TREE PLANTING DOUBLE STAKE

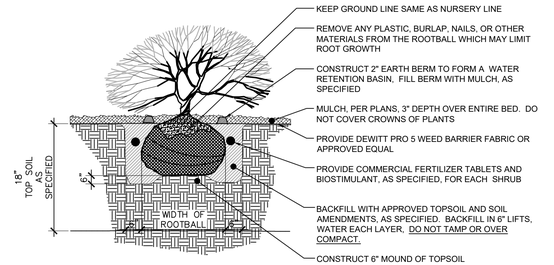
NTS



1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR LENGTH OF WARRANTY PERIOD OR 1 YEAR AFTER SUBSTANTIAL COMPLETION WHICH EVER IS GREATER. ALL STAKING SHALL BE REMOVED AT THE END OF THE WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
7. FOR TREES LOCATED WITHIN ROADSIDE PLANTERS LESS THAN 8'-0" IN WIDTH, PROVIDE 24" TREE ROOT BARRIER (DEEPROOT #24-2 OR APPROVED EQUAL). LOCATE ROOT BARRIER AT BACK OF CURB AND EDGE OF SIDEWALK. INSTALL PER MANUFACTURES RECOMMENDATIONS. ALL TREE INSTALLATIONS SHALL CONFORM TO ALL AGENCY APPROVAL REQUIREMENTS, CONTRACTOR SHALL VERIFY PRIOR TO ANY INSTALLATIONS.

2 EVERGREEN TREE PLANTING DOUBLE STAKE

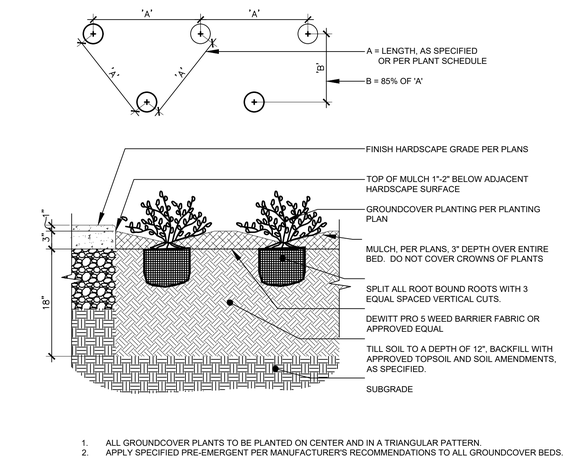
NTS



1. WATER SHRUB TWICE WITHIN FIRST 24 HOURS.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

3 SHRUB PLANTING

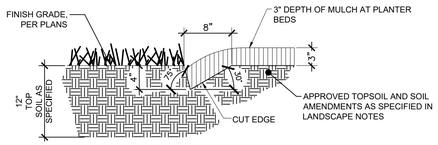
NTS



1. ALL GROUNDCOVER PLANTS TO BE PLANTED ON CENTER AND IN A TRIANGULAR PATTERN.
2. APPLY SPECIFIED PRE-EMERGENT PER MANUFACTURER'S RECOMMENDATIONS TO ALL GROUNDCOVER BEDS.

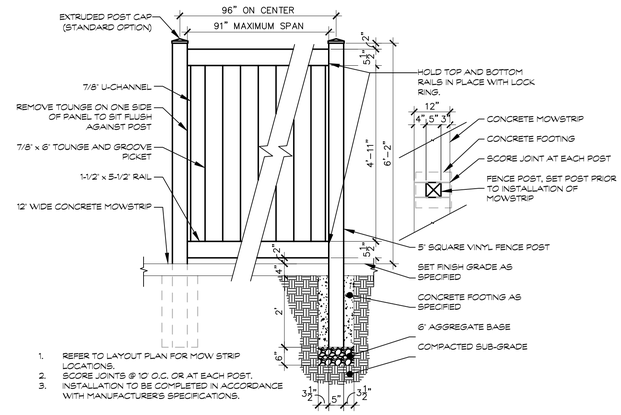
4 PERENNIAL, GROUNDCOVER, & ORNAMENTAL PLANTING

NTS



5 CUT EDGING

NTS



1. REFER TO LAYOUT PLAN FOR MOW STRIP LOCATIONS.
2. SCORE JOINTS @ 10' O.C. OR AT EACH POST.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.

6 VINYL FENCE PANEL

NTS

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

STATE OF IDAHO — CHARLES JUSTIN ACKERMAN — LA-16967 — 3/12/26 — LICENSED LANDSCAPE ARCHITECT

SCALE (H): PER PLAN SCALE (V): PER PLAN	
DRAWN BY:	CJW
DESIGNED BY:	CJW
CHECKED BY:	CJW

AMBROSA SUBDIVISION
0 SOUTH 10TH AVENUE
CALDWELL, IDAHO

PRELIMINARY
NOT APPROVED FOR CONSTRUCTION

DATE: 3/12/26

REVISIONS

	DATE
#	--/--/--
#	--/--/--
#	--/--/--

PROJECT NO. R25146

LANDSCAPE PLAN

L1.9







Date: 8.29.2025

Dear Neighbor,
Prior to the submittal of a development application, the City of Caldwell development code requires a meeting between the applicant and neighbors. A Neighborhood Meeting is intended to allow residents, property owners, businesses, and organizations in the area surrounding a proposed development an early opportunity to learn about the project details and to provide feedback to the applicant before significant resources have been expended on project design and engineering. This is not a public hearing, and public officials will not be present.

When:
Date: September 15, 2025

Time: 6:00 pm

Where:
SWC of Kimball Ave and Ustick Road

Who:
ALC Architecture
C\O: Jeff Likes
1119 E State St #120 Eagle, Idaho 83616
208.514.2713
jeff@alcarchitecture.com

If you have questions about the meeting or proposed development project, please contact the representative of the proposed development.

Project Description:
This project is located at the South West Corner of 10th and Ustick Caldwell, Idaho 83605, Parcel number: R32581, R32582
This proposed project is for a preliminary plat and rezone from C-2 to R-2 zoning to create (52) single family home lots on roughly 7.92 acres and (7) commercial lots on roughly 8.4 acres in the current C-2 zoning.
A site plan and/or drawings of the project are also included with this invitation.

Please note: To track attendance and certify that a meeting was held, a sign-in sheet will be present at this meeting. The applicant will submit this sign-in sheet with their application, which will then be used to notify you of when the application was submitted.
To learn more about the planning process, please visit the city of Caldwell planning website where you can review information about neighborhood meetings and the planning review process.

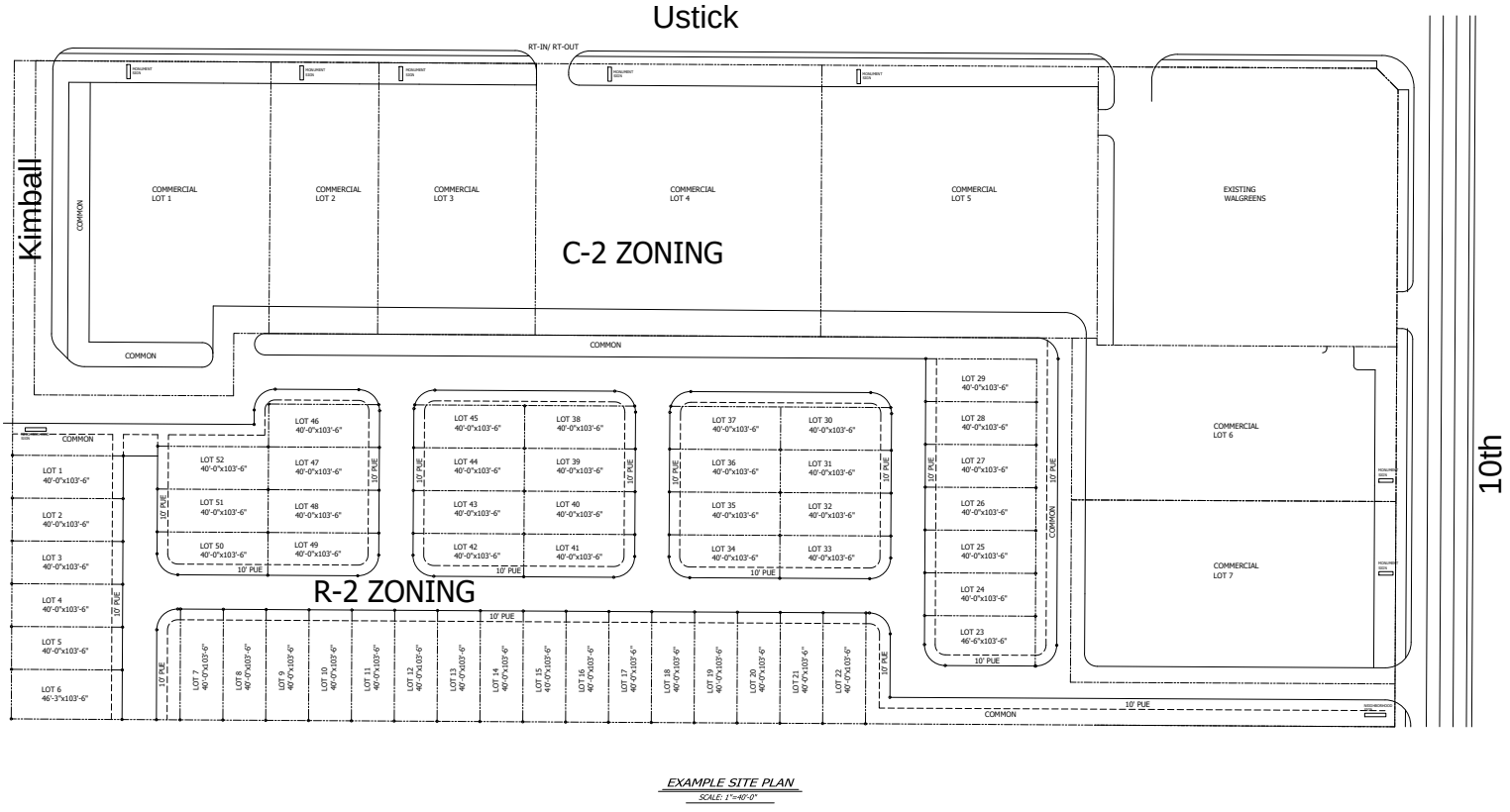
Thank you for your time and interest in this community discussion.

Thank you,

Jeff Likes- President
ALC Architecture
jeff@alcarchitecture.com

Meeting Location Map





EXAMPLE SITE PLAN
SCALE: 1"=40'-0"

OSMUS ALBERT H
25482 HOP RD
CALDWELL ID 83607

SLANE GEORGE E
3816 S 10TH AVE
CALDWELL ID 83605

INTERMOUNTAIN GAS CO
400 N 4TH ST
BISMARCK ND 58501

RUIZ JUAN GABRIEL HUITRON
205 E USTICK RD
CALDWELL ID 83605

COMFORT EXPERT BUILDERS INC
6224 PURPLE SAGE RD
STAR ID 83669

RODRIGUEZ CORNELIO ROBLERO
221 E USTICK RD
CALDWELL ID 83605

CHURCH OF CHRIST CALD INC
4012 S 10TH AVE
CALDWELL ID 83605

DAY ISAAC
105 E USTICK RD
CALDWELL ID 83605

BENNETT INDUSTRIES INC
251 E FRONT ST STE 202
BOISE ID 83702

BALCIN SEMRA
10610 GOSSAMER ST
NAMPA ID 83687

WEST VALLEY ESTATES HOMEOWNERS ASSOCIATION INC
PO BOX 1987
BOISE ID 83701-1987

LEON RAUL
4322 ARROYO WAY
CALDWELL ID 83607

GODINA RICARDO
11831 VIRGINIA PKWY
CALDWELL ID 83605

PRESCOTT CAPITAL INVESTMENTS LLC
845 E IONIA DR
MERIDIAN ID 83642

ROPER STEVEN E
511 MEADOWLARK ST
CALDWELL ID 83607

BARBA JUAN E
515 MEADOWLARK ST
CALDWELL ID 83607

CASTRO JORGE GALLEGOS
517 MEADOWLARK ST
CALDWELL ID 83607

VILLA EMILIA ARREOLA
502 MEADOWLARK ST
CALDWELL ID 83605

CALDWELL SCHOOL DIST NO 132
1200 GRANT ST
CALDWELL ID 83605

4110 SOUTH 10TH AVENUE CALDWELL ID LLC
4195 CHINO HILLS PKWY #591
CHINO HILLS CA 91709

SMITH MARSHALL A AND BETH DECLARATION OF TRUST
303 APPALACHIAN ST
CALDWELL ID 83607

PENDLETON NOELLE AND STEVEN LIVING TRUST
309 APPALACHIAN ST
CALDWELL ID 83607

DAVEY RACHEL J
13323 S GRACE POINT PL
NAMPA ID 83686

ANDERSON GREGORY PETER
321 APPALACHIAN ST
CALDWELL ID 83607

HODGDEN MICHELLE M
403 APPALACHIAN ST
CALDWELL ID 83607

CUMBERLAND OWNERS ASSOCIATION INC
5660 E FRANKLIN RD STE 310
NAMPA ID 83687

CUMBERLAND OWNERS ASSOC INC
PO BOX 2645
EAGLE ID 83616

NETZLEY CLAYTON AND ELIZABETH FAMILY TRUST
4316 MIDDLESBORO WAY
CALDWELL ID 83607

MATT LARRY J AND MARY A REVOCABLE LIVING TRUST
4313 MIDDLESBORO WAY
CALDWELL ID 83607

WARNER JAMES G FAMILY TRUST
4314 COMPTON AVE
CALDWELL ID 83607

FLETCHER JERRY N
4317 COMPTON AVE
CALDWELL ID 83607

FIEZ EDWARD
4319 MIDDLESBORO WAY
CALDWELL ID 83607

HESS GEORGE ORSON
4320 COMPTON AVE
CALDWELL ID 83607

ESPARZA ALEX C
4322 MIDDLESBORO WAY
CALDWELL ID 83607

MIGUEL FAMILY TRUST
4401 COMPTON AVE
CALDWELL ID 83607

HARDY GREGORY EUGENE
4403 MIDDLESBORO WAY
CALDWELL ID 83607

ALLEN PEPPER RAE
4404 COMPTON AVE
CALDWELL ID 83607

CARTER DENNIS R
4406 MIDDLESBORO WAY
CALDWELL ID 83607

GLENN JERRY AND CAROL TRUST
4409 MIDDLESBORO WAY
CALDWELL ID 83607

HOPPER JOHNNY
4410 COMPTON AVE
CALDWELL ID 83607

OSBORNE RONNIE D
4411 COMPTON AVE
CALDWELL ID 83607

HOLMES CHARLES B
4412 MIDDLESBORO WAY
CALDWELL ID 83607

WILLOW OAKS ENTERPRISES LLC
3923 S 10TH AVE
CALDWELL ID 83605

MAVERIK COUNTRY STORES INC
185 S STATE ST STE 800
SALT LAKE CITY UT 84111

PORTSTEWART LTD PTNRSHP
PO BOX 108
BOISE ID 83701

S3 INVESTMENTS LP
1016 W SANETTA ST
NAMPA ID 83651

LOPEZ-AYALA CARLOS DANIEL
4316 ARROYO WAY
CALDWELL ID 83607

CHRISTENSEN TYLER
602 CLOVER CT
CALDWELL ID 83607

PIONEER FEDERAL CREDIT UNION
250 W 3RD S
MOUNTAIN HOME ID 83647

WAL-MART REAL ESTATE BUSINESS TRUST
PO BOX 8050
BENTONVILLE AR 72716-0555

LLOYD FAMILY LLC
316 ROTHBURY DR
CALDWELL ID 83605

MILLER JANET E
4414 PINNACLE PL
CALDWELL ID 83607

RITTHALER CADE T
4410 GAP CREEK AVE
CALDWELL ID 83607

TRUEBLOOD MARVIN AND MARGARET DECLARATION OF TRUST
4409 GAP CREEK AVE
CALDWELL ID 83607

DAVIS LINDA L
4413 PINNACLE PL
CALDWELL ID 83607

GRAVES FAMILY TRUST
7050 LE FLORE PL
GRANITE BAY CA 95746

TABER MAURICE AND TANETTE TABER TRUST
4405 PINNACLE PL
CALDWELL ID 83607

HAMMONS BRENT
4404 GAP CREEK AVE
CALDWELL ID 83607

GORDON THOMAS J
4403 GAP CREEK AVE
CALDWELL ID 83607

GOWDY RONALD C
4402 PINNACLE PL
CALDWELL ID 83607

RITTHALER THOMAS B
4321 PINNACLE PL
CALDWELL ID 83607

ELLIS CHERYL LYN
4318 GAP CREEK AVE
CALDWELL ID 83607

LEE KENNETH E
4317 GAP CREEK AVE
CALDWELL ID 83607

FULLERTON PATRICK
4320 PINNACLE PL
CALDWELL ID 83607

GORDON TERRY
224 APPALACHIAN ST
CALDWELL ID 83605

BECKSTINE FAMILY TRUST
218 APPALACHIAN ST
CALDWELL ID 83607

DUERKSEN JACKIE J
4314 PINNACLE PL
CALDWELL ID 83607

HARRISON COURTNEY L
4311 GAP CREEK
CALDWELL ID 83605

MONTALBO TRUST
4312 GAP CREEK AVE
CALDWELL ID 83607

RICE KIM M
225 APPALACHIAN ST
CALDWELL ID 83607

JAYNES CONNOR W
219 APPALACHIAN ST
CALDWELL ID 83607

WATKINS DAVID L
213 APPALACHIAN ST
CALDWELL ID 83607

WATSON CARMEN E
207 APPALACHIAN CT
CALDWELL ID 83607

BURCH ROBERT
119 APPALACHIAN ST
CALDWELL ID 83607

MCLANE CHRISTINE C
113 APPALACHIAN ST
CALDWELL ID 83607

PRESCHER STEVEN C
4306 GAP CREEK AVE
CALDWELL ID 83607

MARSICOLA REVOCABLE INTER VIVOS TRUST
107 APPALACHIAN ST
CALDWELL ID 83607

BENNETT FOREST INDUSTRIES INC
251 E FRONT ST STE 202
BOISE ID 83702

SLANE GEORGE
3816 S 10TH AVE
CALDWELL ID 83605

LANE DEVELOPMENT LLC
PO BOX 608
EAGLE ID 83616

10TH AND USTICK LLC
350 N 9TH ST STE 200
BOISE ID 83702

LANDEX ID SOTERRA LLC
12682 S FORT ST
DRAPER UT 84020

LENNAR HOMES OF IDAHO LLC
408 S EAGLE RD STE 100
EAGLE ID 83616

TPG AG EHC SD LEN MULTI STATE 1 LLC
408 S EAGLE RD STE 100
EAGLE ID 83616

NEIGHBORHOOD MEETING CERTIFICATION:

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project: This proposed project is for a preliminary plat and rezone from C-2 to R-2 zoning to create (52) single family home lots on roughly 7.92 acres and (7) commercial lots on roughly 8.4 acres in the current C-2 zoning.

Date of Round Table meeting: August 28, 2025

Notice sent to neighbors on: August 29, 2025

Date & time of the neighborhood meeting: September 15, 2025

Location of the neighborhood meeting: On site

Developer/Applicant:

Name: Jeff Likes

Address, City, State, Zip: 1119 E State St #120 Eagle, Idaho 83616

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE Jeff Likes

DATE 9.18.2025

ALC architecture collaborative
1119 E. State St., Suite 120 - Eagle, ID 83616
208.514.2713

Neighborhood meeting sign in sheet:

RE: 10th and Ustick Pre Plat

Date: September 15, 2025, 6:00 P.M.

Name:	Address:
Thomas Rathbun	4321 Pinnacle Plc Caldwell, ID
Robert Bunch	119 Appalachian Caldwell ID
Carmen Weber	202 Appalachian St. Caldwell ID
Deb Redmond	2712 Pine Mountain Ave, Caldwell
Ron Redmond	" " " " "
Paul McLane	113 Appalachian St Caldwell ID
Sherry + Ray Marsicola	107 Appalachian St. Caldwell
Jim Rice	225 Appalachian St. Caldwell
Eric Shannon	~~7205~~ 4707 Middlesboro Way Caldwell
Laura Shannon	↓ ↓
Brian Bartley	4618 Gapcreek Ave Caldwell
Steven Pendleton	309 Appalachian St Caldwell
Noelle Pendleton	" " "
Linda DAVIS	4413 PINNACLE PL 83607
Bruce DAVIS	" " "
Marshall Smith	303 Appalachian ST. Caldwell, ID
PAUL WEBSTER	1102 Lester St Caldwell, 83607 Caldwell Schools
Shelley M King	4513 Pine Mountain Ave, Caldwell, Id

EXHIBIT 2:

CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

To: Katie Wright, Planner III
Caldwell P & Z Department

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: ANN24-000013 / SPP24-000002– Element Ridge Subdivision

Date: January 30, 2026

The Engineering Department provides the following comments on a request by ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel R3258200000, from C-2 to R-2, as well as approval of a preliminary plat for Ambrosia Subdivision, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (52 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave.

Development Plans

1. Development Plans – Prior to commencing construction and applying for building permits, plans must be prepared by the developer's engineer and approved by the City Engineering Department which shall include the following items:

    a. Street section and alignment (including curb and gutter);

    b. Sidewalk (sidewalk width based on street classification);

    c. Sanitary sewer (per City and DEQ requirements);

    d. Potable water (per City and DEQ requirements);

    e. Pressure Irrigation (P

    f. Stormwater facilities (per City requirements/storm water manual);

    g. Street lighting (per City standards);

    h. Street signage (per City and MUTCD requirements);

    i. Vertical Datum based on NAVD 88 Datum.

General

1. Applicant shall follow the requirements and processes of the subdivision ordinance for the development of this project. For the purposes of this project, all conditions outlined in the subdivision ordinance pertaining to receiving the City Engineers signature on, or the recordation of, a final plat shall be applied to the submission of building permits.

2. Easements for public utilities outside of the public right-of-way shall be as listed below. Easements will be required to be larger if deemed necessary by the City Engineer in order to facilitate future maintenance operations of utilities.
    a. 10 feet wide minimum.
    b. Domestic water only,15 feet wide minimum
    c. Sanitary sewer only, 20 feet wide minimum
    d. Sewer and water combined; 30 feet wide minimum

3. Appropriate easements for emergency access, transmission lines and/or other utilities shall be clearly indicated, with recorded instrument numbers provided for said easements, on the construction drawings.

4. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

5. All public streets, sewer, water, pressure irrigation fire protection, and street light facilities must be dedicated to the City. Some conveyance facilities for stormwater drainage may be eligible for dedication to the City.

6. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed public works contractor and shall be inspected by and constructed to City of Caldwell specifications.

7. Prior to commencement of construction in any dedicated right-of-way, or construction of any improvement intended for dedication to the City or connected to a City facility, the City Engineering staff is to be notified. This preferably will take place in a pre-construction conference scheduled by the engineer of record in which all appropriate personnel and utilities are present. Appropriate City personnel are to be notified in advance of all testing (including compaction, pressure and coliform, etc.) and given opportunity to be present during conduct of the testing. The engineer of record or his designated representative is to witness all tests (not covered by City inspectors) and a log of inspection visits and testing results is to be kept by the engineer of record or his representative.

8. The developer is to employ a responsible design professional, preferably the engineer of record, to oversee and inspect construction, to perform and/or observe all requisite testing of completed facilities, and to certify that improvements have been constructed according to approved plans and in compliance with applicable City, State, and Federal standards.

9. The engineer of record shall be held responsible to ensure that improvements are in compliance with said engineer's design. Following the construction of the improvements, the developers engineer shall provide the City of Caldwell Engineering Department with electronic

(.dwg) format record drawings spatially referenced to the Idaho State Plane Coordinate System-West Zone, North America Datum (NAD) 83. Vertical control shall be referenced to the North America Datum (NAVD) 88 for future reference and to establish that the engineer of record has caused construction to occur in substantial compliance with the design of said engineer of record.

10. Any note, item or drawing element on the plats, construction drawings, engineering drawings and/or design drawings related to the property inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed and granted by City Council.

Rights-of-Way

1. W. Ustick Rd. . is classified as a Principal Arterial roadway. The applicant shall dedicate as public right-of-way a minimum forty-eight (48') foot half width right-of-way along the entire W. Ustick Rd. alignment (per City Standard R-810A).

2. S. 10th Ave. is classified as a Minor Arterial roadway. The applicant shall dedicate as public right-of-way a minimum forty (40') foot half width right-of-way along the entire S. 10th Ave. alignment (per City Standard R-810B).

3. S. Kimball Ave. is classified as a Collector roadway. The applicant shall dedicate as public right-of-way a minimum of Thirty-five (35') foot half width right-of-way along the entire S. Kimball Ave. alignment (per City Standard Detail R-810 C).

4. All interior local streets classified as residential shall be dedicated to the City. The applicant shall dedicate as public right-of-way a minimum fifty-three (53') foot full width right-of-way (per City Standard R-810-E).

5. Applicant shall dedicate necessary right-of-way for the construction of an eastbound right hand turn lane on Ustick Rd. at the intersection of S. 10th Ave.

6. Applicant shall dedicate necessary right-of-way for the construction of a southbound right hand turn lane on S. 10th Ave. at the intersection of proposed Nettuno Rd. located in the SE corner of the site.

7. Applicant shall dedicate to the City of Caldwell any required right-of-way along all classified roadways within 30 days of written request from the City of Caldwell.

Street

1. Full half street frontage improvements shall be completed to all classified roads adjacent to the proposed project including (S. 10th Ave., W. Ustick and S Kimball Ave.) in accordance with all City of Caldwell standards and specifications, improvements shall include (but are not limited

to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2. Applicant shall complete the full width striping along the entire frontage on 10th Ave. to the intersection of Ustick Rd. to be determined at the time of construction drawing review.

3. Applicant shall provide center median curbing and delineators on 10th Ave. from the intersection of Ustick Rd. south to the Walmart access located at approximately 400' south of Ustick Rd.

4. Applicant shall construct the remainder of the eastbound right-turn lane on Ustick Road at intersection of 10th Ave.

5. Applicant shall construct southbound right-turn lane on S. 10th Ave. at the intersection of proposed Nettuno Rd.

6. Applicant shall construct a right-in right-out approach at Ustick road located in the center of the site with a channelizing island to be reviewed with construction drawing submittal.

7. All commercial lot accesses internal to the subdivision shall be constructed as shared approaches with cross access agreement shall be recorded with the plat to be determined at time of construction drawing review.

8. All private driveways, alleys or internal circulation routes shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

9. No lot/building shall have direct access to/from S. 10th Ave., Ustick Rd. and Kimball Ave.

10. Applicant shall meet all emergency access requirements for each phase of development to be determined by the Fire Dept. at the time of civil plan review.

11. Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit locations. Said locations shall be interior to the site and shall be located in a manner that will not impact, or cause queueing onto S. 10th Ave. Ustick Rd. or Kimball Ave.

Traffic Impact Fees

City of Caldwell has adopted the "Caldwell Area Capital Improvements Plan & Impact Fee Program". The applicant will be required to pay traffic impact fees per table 7 of the Impact Fee Schedule to be assessed to the building permit/s when applied for.

Traffic impact study has not been submitted and reviewed by City Engineering staff at this time. Applicant shall submit the traffic impact study for review and approval prior to advancing the application to City Council and shall apply any mediation as determined by the City to the application. Final location of access points onto Ustick Rd and 10th Ave are not approved until the findings from said study are reviewed and approved.

Water

City of Caldwell Public Works Department has reviewed the recently adopted Caldwell Water Facility Plan System and determined that certain shortfalls exist in water pressure zone 2 south of Interstate 84, zones 3 and 4. While these shortfalls are being remediated, the Engineering Dept. doesn't contest the approval of the Preliminary Plat and the construction of onsite infrastructure, but ***reserves the right to hold any phase of final plat and associated building permits*** *until adequate water is obtained within the affected zone. The Applicant is encouraged to work closely with the Engineering Department to determine potential construction timing and impacts.*

1. All on site water mains will need to be looped into existing mains for fire flow and water quality purposes. Internal main sizing and construction plan approval, will be dependent upon the availability of fire flow. This development will be required to comply with the most current Water Master Plan.
    a. Applicant shall construct an 18" master planned water mainline within Ustick Rd. through the entire frontage of this development. Applicant may be able to contribute monies in-lieu of construction for said mainline only at the discretion of the City Engineer to be determined at time of construction drawing submittal.

2. Each buildable lot shall be supplied with potable water. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

3. Each phase of development shall have a redundant/secondary supply of domestic water.

4. The location of water service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

Sanitary Sewer

1. It shall be the responsibility of the applicant's engineer to verify that connection to existing sewer mainlines will not exceed the functional capacity of said mainlines. Provision for connectivity by future developments shall be met in accordance with current City standards.

2. The location of sewer service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

3. The Developer will be required (where applicable) to extend all sewer and water mainlines to the center of adjacent roadways for connectivity by future developments. Locations of said

extensions will be decided during the review of the improvement plans. This development shall comply with the most current version of the City of Caldwell Master Sewer Plan.

a. Applicant shall construct a 10" master planned sewer trunk line within Ustick Rd through the entire frontage of the site.

4. Each buildable lot shall be supplied with a sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

5. Any easements for sewer lines not in the right-of-way should be at a width sufficient to construct same and not less than 20 feet in width. Easements for adjacent sewer and water lines not in the right-of-way shall be at a width sufficient to construct the same and shall be no less than 30 feet in width.

6. A 20' wide all-weather surfaces may be required to be constructed over mainlines that fall outside the public right-of-way. All weather surfaces shall be constructed sufficiently to support heavy equipment necessary to construct and maintain sewer under all seasonal weather conditions.

Irrigation

1. Existing easements and/or rights-of-way for any irrigation facility shall be determined and clearly indicated on the construction plans. Construction across or re-routing of these facilities is subject to approval by the governing irrigation district and at their discretion or their assigns.

2. The Developer shall maintain any existing upstream drainage rights and downstream irrigation rights across the property. During the design phase of this project, the developer or his engineer is to contact the appropriate irrigation district to help ascertain these rights. Appropriate facilities shall be provided by the developer to convey irrigation and drainage water across the property to take care of these offsite needs. There is to be no discharge of gravity/pressure irrigation return water into the projects storm water system.

2. The development is to include a non-potable water pressure irrigation system. The design of this pressure irrigation system is to be reviewed and approved by the Caldwell Municipal Irrigation District prior to construction plan approval. It shall be required that the system will be operated and maintained by the Caldwell Municipal Irrigation District.

3. Each lot, or building area, shall be provided with a pressure irrigation service in compliance with Caldwell Municipal Irrigation District standards.

4. All pressure irrigation mainlines shall be located in the public right-of-way or within a public utility easement, with a minimum width of 10 feet, centered over said mainlines as per current City standards.

5. Applicant shall place the pump station in an area that is easily accessible with a recorded perpetual easement sufficient for convenient access and maintenance of said pump station. The lot shall be owned and maintained by the homeowners association.

6. The applicant shall ensure that an adequate continuous irrigation supply flow is available to meet the pressure irrigation system requirements of CMID.

7. The applicant shall transfer a proportionate share of any existing water right(s), except those held in trust by an irrigation district, to the City of Caldwell for both irrigation and domestic water supply for the subject development. If this should occur, The City shall assist in registering the transfer.

8. Applicant shall pipe the pump station delivery ditch from the source point (head gate) to the pump station. Pump station overflow shall be piped from the pump station to the point of discharge into an irrigation facility/canal/drain/etc. maintained by an irrigation district.

9. Upon Applicants connection to or use of the existing irrigation pump station, should they choose to do so and CMID deems it appropriate to connect to, the applicant shall:
    a) Supply the City of Caldwell with a water model of the whole pressurized irrigation system including the piped overflow showing the system design meets all Caldwell Municipal Irrigation District standards.
    b) Applicant shall complete all upgrades to the system as required by CMID. Said upgrades will be determined during plan review"

10. All plans and construction drawings submitted to the City of Caldwell for review and approval for any out-of-season irrigation work to be performed within or across facilities located within (or owned by) irrigation districts other than CMID shall be submitted to the Caldwell Engineering Department no later than August 15th. Submittal of plans after this date may result in Applicant not receiving plan approval in time to complete out-of-season work.

Storm Drain

1. As noted previously, provision is to be made for the disposal of stormwater drainage in accordance with the City Stormwater Management Manual and any updates adopted subsequent to this application. A copy of this policy is available upon request. The engineer of record is to provide calculations, which indicate that the assumptions in his stormwater drainage plan comply with the requirements of the stormwater manual. In this case, if a storm water system is existing, the burden of proof is on the developer to verify the capacity is sufficient for the proposed development.

2. The applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on-site storm water detention facilities.

3. Storm water detention basins are required to remain on-site outside any roadways or proposed private streets consistent with public roadways to be operated and maintained by the Homeowners Association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Plat

1. Prior to approval of the final plat, subdivision facilities must be completed or an appropriate construction security provided. There may be temporary restrictions to the obtaining of building permits, even with acceptable construction security, depending on fire protection, emergency

service requirements, and City approval of the sanitary sewer system. A 20% temporary restriction to obtaining of building permits will be enforced until all facility construction has been completed, inspected and certified by the Applicants engineer including all punch list items.

2. A note shall be added to the final plat stating that no lot shall have direct access to/from South 10th Ave., W. Ustick Rd. or S. Kimball Ave.

3. Upon recordation of the plat, the Engineering Department is to be provided with a PDF copy of the recorded final plat.

4. An electronic (dwg.) copy of the Final Plat suitable for mapping and addressing purposes will be required with Final Plat application submittal.

Date 11/17/2025

Caldwell City – Planning and Zoning
Re: Case Number: Ambrosia Subdivision SPP25-000009

Dear, Planning & Zoning

The Caldwell City Fire Department District has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the 2018 International Fire Code (IFC) as adopted by the Idaho State Fire Marshal's Office.

Caldwell Fire Department Details

Nearest Fire Station:
Station 12 724 E Ustick Rd. Caldwell,
Distance: 0.4
Estimated response time: 2 minutes

Distance from Station	Service Expectation	Staffing & Apparatus	Typical Response Time Goal
0–1 mile	Immediate—high-priority	First-due company (engine)	≤4min travel, ≤5min total
1–2 miles	Very rapid—high-priority	First-due company, backup	≤4min travel, ≤5min total
2–3 miles	Rapid—standard coverage	First-due w/ backup	≤6min travel, ≤9min total (full alarm)
3–4 miles	Slower—moderate	Closest available, limited	6–8min travel
4–5 miles	Extended	Closest company, delayed	>8min travel, variable

Properties located 3–4 miles from a fire station are at the limit of effective coverage and may experience service delays.

Developments beyond 5 miles are generally not recognized by ISO as having fire protection, and response to these areas will be significantly delayed.

Conditions:

1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).
2. Roadway serving a fire hydrant shall be a minimum of 26-feet in width. (IFC D103.1)
3. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5)
4. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)
5. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)
6. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (IFC 503.2.4)
7. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 80,000 pounds. Please provide documentation the road surface meets this standard. (IFC D102.1)
8. Fire apparatus access roads shall not exceed 10 percent in grade. (IFC D103.2)
9. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side; for streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (IFC 503.8)

10. Approved secondary access roads shall be provided per section D106 of the 2018 IFC.

11. An automatic fire sprinkler system installed per NFPA13D may be required.

12. A phasing plan shall be included in documentation to city at time of submittal in accordance with infrastructure 2018 IFC.

13. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except where approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with (IFC Section 505.2.

14. **SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS D107.1** One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and City of Caldwell Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Alan Perry
Deputy Chief
Fire Marshal
Caldwell Rural Fire Protection District
Aperry@cityofcaldwell.org

Memorandum

To: Katie Wright, Planner III
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: SPP25-000009, ZON25-000005 – Ambrosa Subdivision

Date: December 11th, 2025.

The Mapping Department provides the following comments on a request by ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel R3258200000, from C-2 to R-2, as well as approval of a preliminary plat for Ambrosia Subdivision, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (52 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave.

Address Number

1. Please contact the Mapping Department prior to permitting for addressing.

Street Names

1. Approved.

Lots & Blocks

1. Adjust from lot 7 so lots are connected & continuous.

Subdivision / Development Name

1. Approved.

TO: CALDWELL POLICE DEPARTMENT AND FIRE DEPARTMENT

FROM: CALDWELL PLANNING AND ZONING

DATE: 2/23/2026

DUE DATE: **3/13/2026**

REQUEST FOR INFORMATION

The Planning and Zoning Division is requesting additional information be provided for each land use case as requested by the Mayor and City Council.

SUBJECT: **Ambrosa**

REQUEST SUMMARY: The applicant, ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel R3258200000, from C-2 to R-2, as well as approval of a preliminary plat for Ambrosia Subdivision, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (52 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave.

Population Impact:

# of new residential units:	52
Projected population created by development: ***(# of SF units X 3) and (# of MF units X 2)***	156
Proposed commercial acreage:	8.42

POLICE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CPD projects future service needs based on demand, risk, community expectations, response performances, population, density, and development type.

Development Analysis and Impacts:

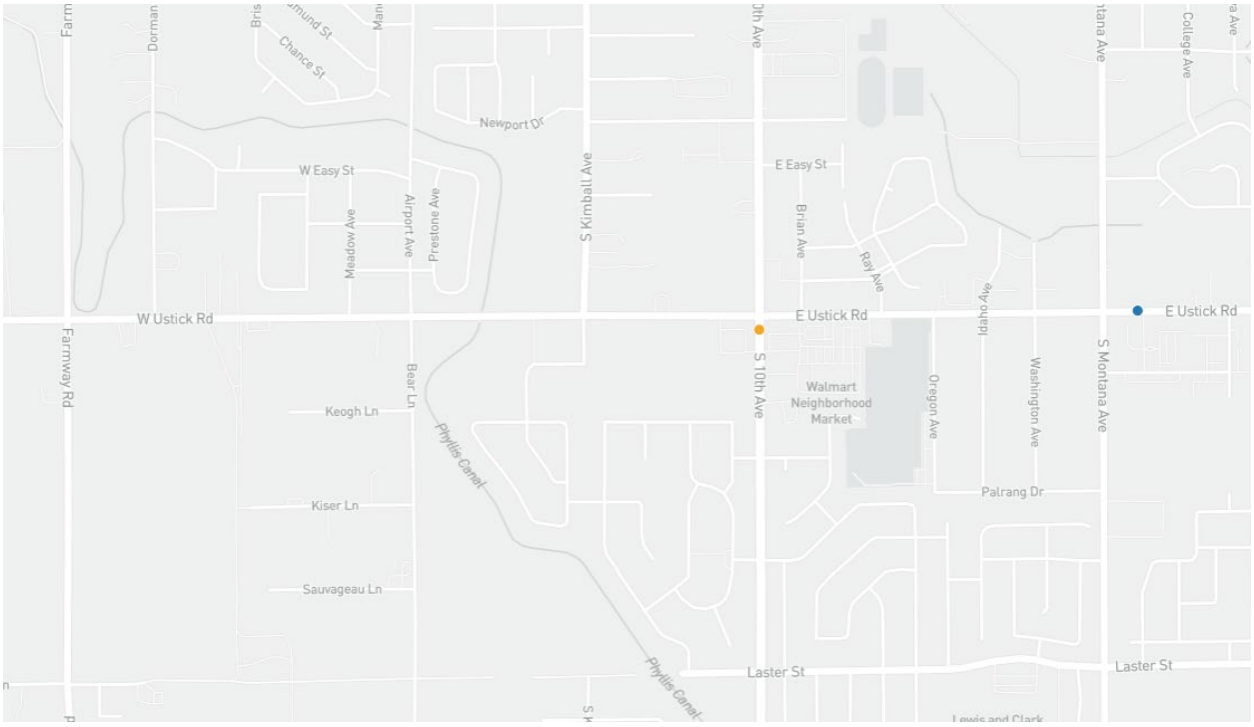
Demand for Service in this area (Total calls for service YTD)	Nearby adjacent reporting districts have an average of 209.25 calls for service each year to date. The nearby RD's (3D, 3E, 3G, 3H) have a combined total of 837 reactive CFS from January 1st to March 2nd, 2026.
Call types within this area	**Top 20 Reactive Calls for Service in the Area**
Workload saturation in area (%)	Reporting districts 3D, 3E, 3G, 3H account for 837 (year to date) reactive CFS compared to a total of 4,027 total YTD. These RD's account for 5.20% of all reactive CFS YTD.
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No

Nature	#	%
Follow Up	22	8.06%
Welfare Check	17	6.23%
Suspicious	14	5.13%
Citizen Assist	12	4.40%
AC Animal at Large	12	4.40%
Agency Assist	10	3.66%
911 Disconnect Cell	8	2.93%
PD Accident	8	2.93%
Abandoned Vehicle	8	2.93%
AC Barking Dog	8	2.93%
Noise Complaint	7	2.56%
Attempt to Locate	7	2.56%
911 Cell Open Line	6	2.20%
Juvenile Problem	6	2.20%
Disturbance	6	2.20%
Threatening	5	1.83%
Extra Patrol	4	1.47%
AC Welfare Check	4	1.47%
Alarm-Commercial	4	1.47%
Parking Problem	4	1.47%

Will this development necessitate additional police resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☒ Yes ☐ No

Traffic Crash Data for Area:

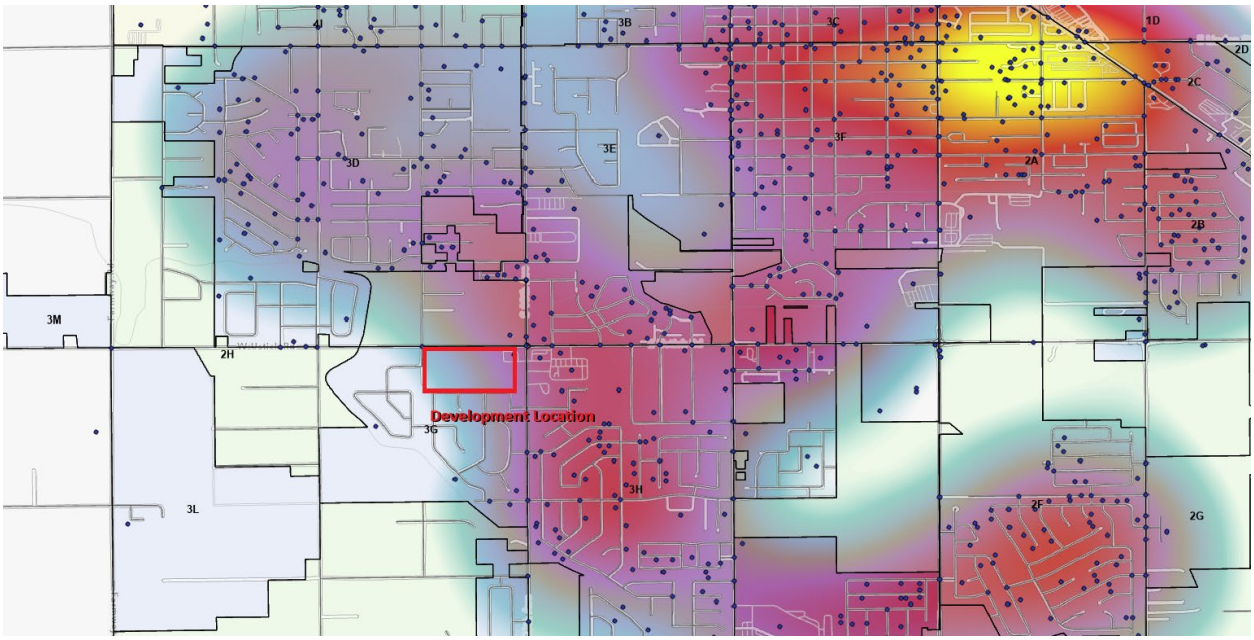
Provide comments below for crash data in area surrounding development.



Year to date, there have only been two traffic collisions in the area, one on Ustick and the other on 10th Avenue, which had a reported injury. More details attached in the Ambrosa Crash Study

Hot Spot Mapping (if applicable):

Please attach a map of hot spots and provide comments here to explain such attached mapping.



Each blue dot represents a reactive call for service, the darker areas represent a higher density of calls for service, and the bright yellow areas represent the highest density. The red square represents the development location being proposed.

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on the police department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

Currently the city of Caldwell keeps a 1.2 sworn personnel to 1000 citizen ratio. With the addition of 156 citizens, it would necessitate an increase of sworn personnel by 0.18 personnel to maintain the current ratio.

FIRE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CFD projects future service needs based on population, population density, response times, service demand, and development types.

Emergency Response Time Analysis and Service Impact:

The Caldwell Fire Department has benchmark standards for the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public. This standard provides for a travel time of 4:00 minutes, 90% of the time to reach emergency incidents within their jurisdiction with the first arriving unit.

Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Closest fire station (in miles) to site:	
Approximate response time to site:	
Adequate fire flow capacity to serve proposed development?	☐ Yes ☐ No
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☐ No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☐ Yes ☐ No

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on fire department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

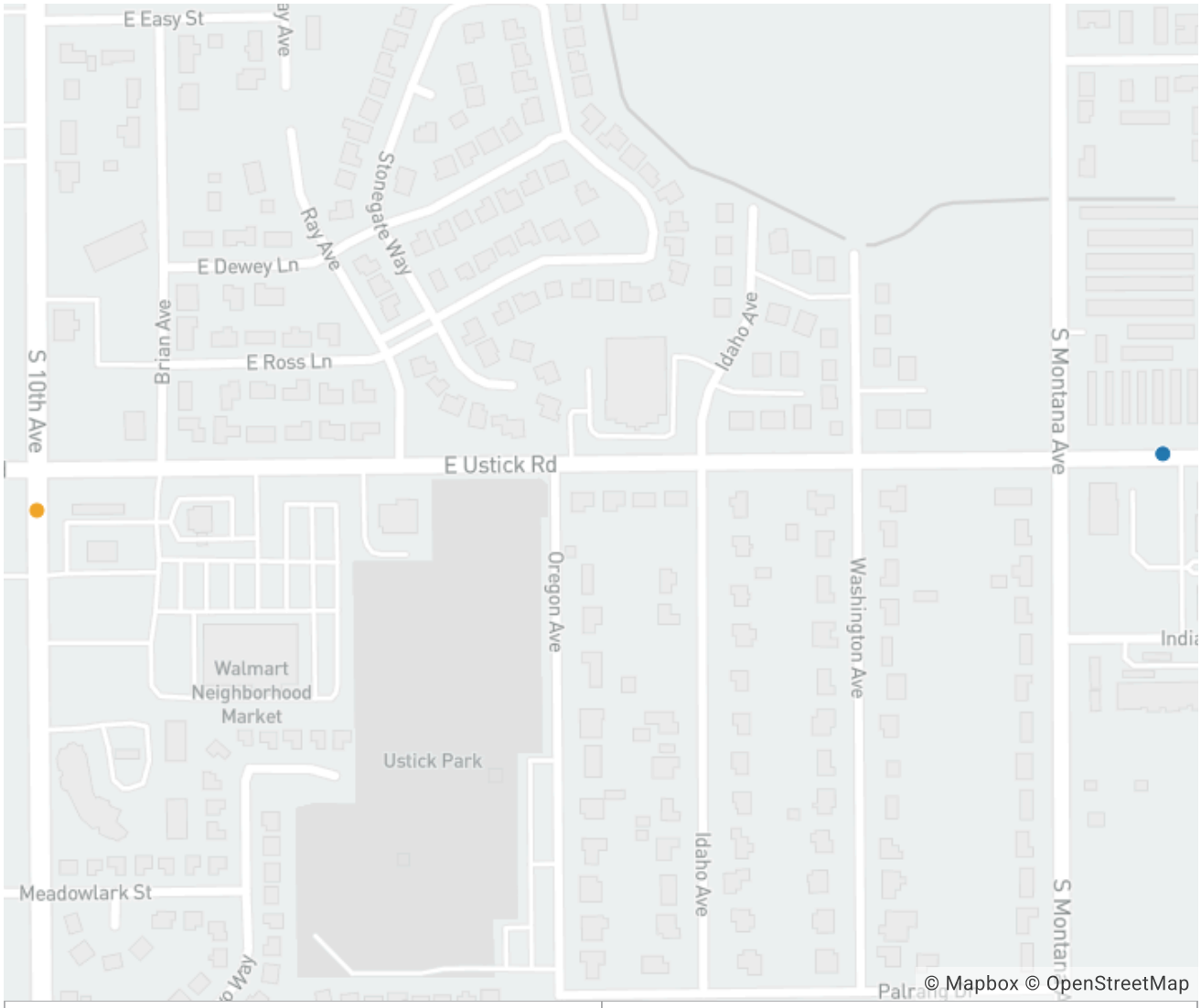
CRASH SUMMARY REPORT

Ambrosa Crash Study

Created on March 6, 2026
Created by Marlon Leslie
Data extents: January 1, 2026 to March 6, 2026

Applied Filters

Shape: Polygon



Total Crashes	2	Fatal Crashes	0

ITD Crash Summary		Crash
Total Crashes	2	100.00%
Intersection Related	1	50.00%
+ 11 more	0	0%

Date & Time (Year)		Crash
2026	2	100.00%
+ 18 more	0	0%

Crash Severity (# of Crashes)		Crash
(B) Suspected Minor/Visible Injury	1	50.00%
(O) Property Damage Report	1	50.00%
+ 3 more	0	0%

Injury Name		Person
No Apparent Injury	7	77.78%
Suspected Minor Injury	2	22.22%
+ 4 more	0	0%

Intersection Related		Crash
No	1	50.00%
Yes	1	50.00%
N/	0	0.00%

Date & Time (Day of Week)		Crash
Tuesday	1	50.00%
Friday	1	50.00%
+ 5 more	0	0%

County		Crash
Canyon	2	100.00%
+ 43 more	0	0%

Operator Action		Unit
Going Straight	2	40.00%
Stopped in Traffic	2	40.00%
Slowing in Traffic	1	20.00%
+ 53 more	0	0%

Unit Type		Unit
Pickup	2	40.00%
SUV/Crossover	2	40.00%
Car	1	20.00%
+ 27 more	0	0%

Urban / Rural		Crash
Urban	2	100.00%
Rural	0	0.00%

Contributing Circumstances (All)		Crash
None	2	100.00%
Following Too Close	1	50.00%
+ 39 more	0	0%

Most Harmful Event		Crash
Rear-End	2	100.00%
+ 63 more	0	0%

EXHIBIT 3:
COPY OF AGENCY NOTIFICATION LETTER SENT, LIST OF AGENCIES NOTIFIED, AND AGENCY COMMENTS

OUTSIDE AGENCY WRITTEN TESTIMONY

Outside Agency Response Deadlines: **12/19/2025**

CITY OF CALDWELL
PLANNING AND ZONING DEPARTMENT
205 S 6th Avenue, Caldwell, ID 83605 | Office: 208-455-3021
https://www.cityofcaldwell.org/departments/planning-and-zoning

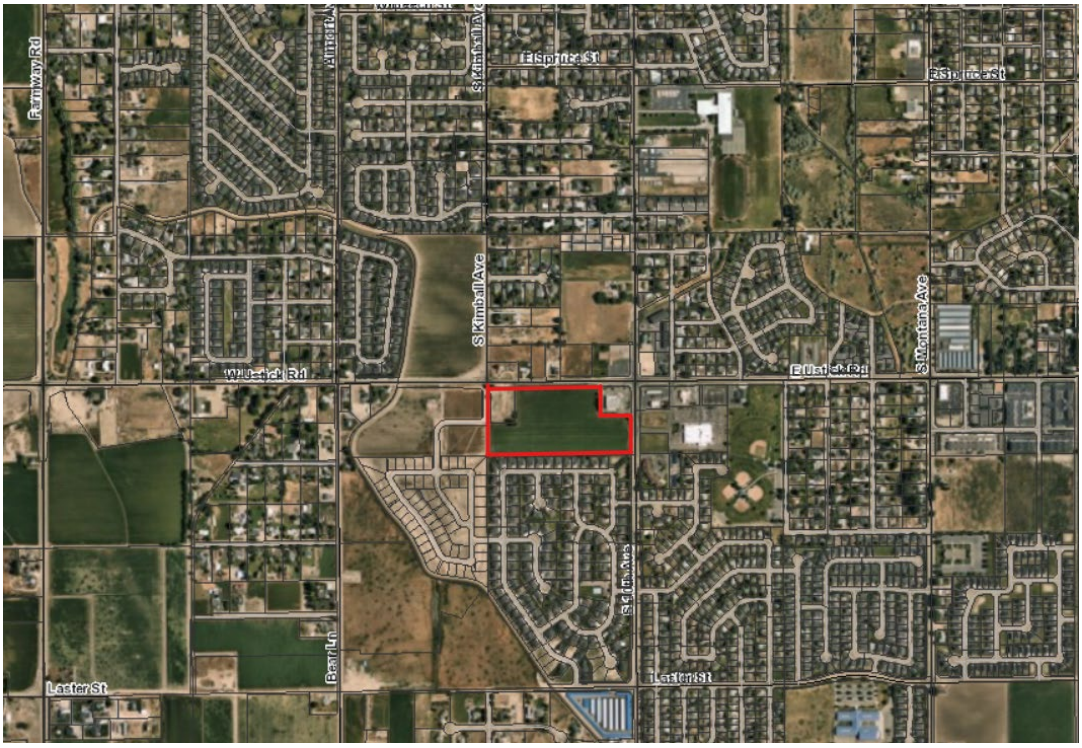
PUBLIC AGENCY NOTIFICATION – RESPONSE REQUESTED

Transmittal Date:	11/12/2025		
1ST HEARING DATE:	1/13/2026	**HEARING BODY:**	Hearing Examiner
2nd HEARING DATE:	2/17/2026	**HEARING BODY:**	City Council
Application Case No(s):	SPP25-000009, ZON25-000005		
Project Name:	Ambrosia Subdivision		
Site Address:	0 S 10th Avenue and 106 E. Ustick Rd.		
Site Parcel ID:	R3258100000 and R3258200000		
Site Location:	On the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave.		
Applicant:	Jeff Likes, ALC Architecture 1119 E. State St. #120, Eagle, ID 83616 208-514-2713, jeff@alcarchitecture.com		
Property Owner:	Bennett Forest Industries, INC 251 E. Front St. #202, Boise, ID 83702		
Agent Name:	Same as applicant		

You are hereby notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509, that the City of Caldwell has accepted the following application(s).

You are invited to provide written testimony by the date specified below to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

REQUEST SUMMARY: The applicant, ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel R3258200000, from C-2 to R-2, as well as approval of a preliminary plat for Ambrosia Subdivision, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (52 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave.



APPLICATION PACKET: The complete application packet can be found on the City of Caldwell website under "Planning and Zoning Department/Current Case Files" or by clicking here.

OUTSIDE AGENCY COMMENTS: Your agency's comments are an important part of our decision-making process. When submitting comments, please reference Case No. listed above in responses and/or correspondence regarding this case. Comments received by the deadline date will be added to the Staff Report and to the hearing body's packet. Comments may be submitted by mail or email as follows:

Mail: Caldwell Planning and Zoning Department, P.O. Box 1179, Caldwell, ID 83605
Email: Katie Wright, Planner III at kwright@cityofcaldwell.org

Please Note: We will assume that your agency has no objections or concerns if we do not receive written testimony or comments within the requested timeframe.

PUBLIC AGENCY NOTIFICATION LIST

The following political subdivisions, including schools, were notified of the application requests. A link to the full application packet was provided to each agency.

City of Caldwell Engineering Department
City of Caldwell Engineering Inspections
City of Caldwell Fire Chief
City of Caldwell Fire Marshall
City of Caldwell Building Department
City of Caldwell Police Chief
City of Caldwell Lieutenant Wright
City of Caldwell Mapping Department
City of Caldwell Code Compliance Division
City of Caldwell Economic Development
City of Caldwell Airport
City of Caldwell Water Department
Vallivue School District #139
Caldwell School District #132
Pioneer Irrigation District
Riverside Irrigation District
Canyon Hill Irrigation
Franklin Ditch Co.
Nampa-Meridian Irrigation Dist.
Black Canyon Irrigation District
Golden Gate Irrigation
Caldwell Lateral Irrigation
Wilder Irrigation District
Compass Idaho
Hilty, Bower, Haws & Seable
Caldwell Transportation
Brown Bus Company
Canyon Highway District #4
Nampa Highway District #1
Idaho Transportation Department
Valley Regional Transit
Canyon County Development Services
Canyon County Plat Room
City of Nampa Planning and Zoning
Boise Project Board of Control
Southwest District Health
Idaho Power
Intermountain Gas
DTG Maps (only for final plats)
Boise River Flood Control Dist. #10
Bureau of Land Management
Bureau of Reclamation - Snake River Area Office
Corps of Engineers
Idaho Fish and Game
Department of Water Resources
College of Idaho
Department of Lands
USPS Caldwell
Union Pacific Railroad

Katie Wright

From: Morgan Bessaw
Sent: Wednesday, November 12, 2025 3:01 PM
To: Katie Wright
Subject: FW: Request for Agency Comments - Ambrosia Subdivision

COMMUNITY DEVELOPMENT
Planning & Zoning Division
Morgan Bessaw, AICP, CFM
Deputy Director
205 S 6th Ave • Caldwell, Idaho 83605
www.cityofcaldwell.org • (208) 455-4594

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Wednesday, November 12, 2025 2:34 PM
To: Morgan Bessaw <mbessaw@cityofcaldwell.org>
Subject: RE: Request for Agency Comments - Ambrosia Subdivision

Hello,

After careful review of the transmittal submitted to ITD on November 12, 2025, regarding, Ambrosia Subdivision, the Department has no comments or concerns to make at this time. This application does not meet thresholds for a Traffic Impact Study nor does it pose any safety concerns. If you have any questions please contact Kendra Conder at 208-334-8377 /Kendra.Conder@itd.idaho.gov

Thank you
Mila Kinakh
D3 Planning and Development

From: Morgan Bessaw <mbessaw@cityofcaldwell.org>
Sent: Wednesday, November 12, 2025 11:07 AM
To: Alan Perry <aperry@cityofcaldwell.org>; Angelica Gomez <agomez@cityofcaldwell.org>; Anita Means (Caldwell Transportation Co) <anita@ctcbus.com>; Bill Pastoor <wpastoor@republicservices.com>; Black Canyon Irrigation Dist. (bcid@blackcanyonirrigation.com) <bcid@blackcanyonirrigation.com>; Boise Project Board of Control (tritthaler@boiseproject.org) <tritthaler@boiseproject.org>; Boise River Food Control Dist. #10 (projectmgr@boiseriver.org) <projectmgr@boiseriver.org>; 'brandon.flack@idfg.idaho.gov' <brandon.flack@idfg.idaho.gov>; Brett Clark <bclark@cityofcaldwell.org>; Brian Courtright <bcourtright@republicservices.com>; Brown Bus Company (brent.carpenter@brownbuscompany.com) <brent.carpenter@brownbuscompany.com>; Bruce Smith <smithbr9@republicservices.com>; Bureau of Land

EXHIBIT 4:

PUBLIC COMMENTS

Katie Wright

Subject: FW: Case#SPP25-000009 ZON25-000005

-----Original Message-----
From: Sherry Marsicola <lewis1paradise@att.net>
Sent: Monday, December 22, 2025 3:07 PM
To: PZ <PZ@cityofcaldwell.org>
Subject: Case#SPP25-000009 ZON25-000005

To planning and zoning
We live at 107 Appalachian st. We believe that rezoning this parcel would be detrimental to Caldwell's growth . Caldwell is a growing community with the need for commercial growth as well as housing but once this property is given to more developers building housing ,which is currently happening everywhere you look ! It's GONE forever ! if approved it is our opinion that the commercial would take a backseat to getting the housing development under way! I know the developers always say with housing first the commercial will follow? We strongly disagree! There IS already the need for community commercial in this area of Caldwell ! The preliminary plot plan is calling for approximately 9 units per acre . The existing subdivision on the south boundary of this proposed development is roughly 3 units per acre!! Our property spans 160 ft. On our north boundary to this property that would put about 4 units spanning our back yard fence line with a retail value of around a 1/4 million dollars less than our property value which would (I'm not a real estate broker but) affect our property values dramatically! The plan that was shown to us at the initial meeting with ALC architects has a city street dead ending at our back yard fence ! Not only would this be unprecedented in Caldwell but a serious safety issue that scares us to death ! I would not feel safe for my safety or the safety my kids or grandkids while being in the back yard !!! WE love Caldwell and would like to see the already existing residents to enjoy thoughtful and realistic business development in this area instead of the developers that are building as much high density housing developments that you allow them to with little or no regard to the REAL needs of the existing residents . Thank you in advance for your consideration of our concerns Sincerely, Ray and Sherry Marsicola

Sent from my iPad

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:
https://us1.proofpointessentials.com/app/report_spam.php?mod_id=11&mod_option=logitem&report=1&type=easyspam&k=k1&payload=53616c7465645f5f220dc1b161c6366be8ee66dbe6ec997fadcc65922a4433a7f496fd9a13ced97d9bf3800f85be2c4a240180dc2f0ea0fa6a6d082bef7096361c9838de278173c56f5167fec1506adfcb5604269b278754c52dddf34226be86fd2067e6e40d0083368c99cd4dc1b9f090ceec90ce4ef88efcfca094041b2a4cd588d5efd37ced2ec94de97bac0e5bf15fc9cf5de8727035596c3673e93a2b2f

Katie Wright

Subject: FW: Attention examiner regarding ambrosia subdivision

---

From: Linda Davis <ldavis4413@gmail.com>
Sent: Tuesday, February 24, 2026 13:18
To: Morgan Bessaw <mbessaw@cityofcaldwell.org>
Subject: Attention examiner regarding ambrosia subdivision

Dare examiner.

I am very concerned for this subdivision originally it was supposed to be all C2 commercial but I am not objecting to having houses across the backside of our division which would bump up to Appalachian Street. I would just prefer them to have less density instead of 63 units A bigger lot per unit so it would be like around 50 single level homes instead. Also my main concern too, is not only the density but having them be single level so that the two-story houses are not overlooking our subdivision's backyards. So that is my take on it all. I also think it would be quieter in our neighborhood that borders our neighborhood not to have that density. Thank you for your consideration.

Linda L Davis at 4413 Pinnacle Pl., Caldwell, ID
Sent from my iPhone

This email has been scanned for spam and viruses by Proofpoint Essentials. Visit the following link to report this email as spam:
https://us1.proofpointessentials.com/app/report_spam.php?mod_id=11&mod_option=logitem&report=1&type=easyspam&k=k1&payload=53616c7465645f5f84042c6e3cfcdecd486cf2e8ef6bb8d2089ecd1639ff1083c8f161aec3d80d74399b7c23e3ee910f438ae94f9b4eec8bf2e9c9846ddb7abf077f8c3ec547c947d57e95f98e6620658e79dc28249aadb425c3d5fcd726be0086be3f887c62545c500d4ed3cba1052d0b0c239d04a20c35e713a04c3e84cf46777f3a2d56e002d7a18213973cf347fdc5b07592f157bd3e182a7845657349e1

Katie Wright

From: Jeffrey Allen <jeff.ihsh@gmail.com>
Sent: Friday, April 3, 2026 1:37 PM
To: Katie Wright
Subject: Input on Ambrosia Subdivision for City Council Meeting

Katie,

Thanks for your time to discuss the pending Ambrosia project
SPP25-000009, ZON25-000005
that will be on the agenda for the April 20th Caldwell City Council meeting.
As I mentioned, the 12 or 15 of us that discussed this project from the viewpoints of the adjacent Cumberland Estates neighborhood are generally in agreement that we prefer to leave the two parcels in question as currently zoned, Commercial only with many possibilities for some thriving businesses. However, if the latest Comprehensive Plan and other factors require changing to some of it being residential, then a solution most of us could live with would involve the developer agreeing to only build single-level homes for that South row of homes that will share a boundary with residents on Appalachia.
That being said, I can't say for certain that this position will be something everyone in Cumberland Estates can live with, but it will help for many of us.
Should this be the way P&Z, the developer, and the Council work things out, the remaining concern is that the developer may make an attempt at a later date to make zoning changes to allow for the more profitable apartment buildings that we are unanimously opposed to.

Thanks for your understanding on this matter.

PS: I'm not able to attend the meeting for reasons we discussed and look forward to a positive outcome for everyone.

Respectfully,

Jeff Allen
4614 Gap Creek Ave, Caldwell
208-602-4600

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Katie Wright

From: Laura Shannon <lauraleeshannon@gmail.com>
Sent: Tuesday, April 7, 2026 1:42 PM
To: Katie Wright; City Clerk
Subject: Ambrosia Subdivision - Please put this letter in the packet!

April 7, 2026

Dear Mayor and City Councilmembers,

Ambrosia Subdivision seems like a fairly reasonable proposal, but please consider the following concerns:

The Hearing Examiner turned this proposal down because it left no transitional buffer into the Cumberland Estates homes. These structures only have a 15-foot setback from the property line, and the existing homes on the north end of Cumberland would appreciate it if newbuilds sharing their fence lines were **restricted** to single story structures, with heights similar to the homes in Cumberland Estates.

It would be nice to have a **development agreement** on the whole subdivision plan, as we know that once the zoning changes to R-2, many other uses are permitted.

Caldwell needs commercial development. This land was earmarked for such use under the Nancolas administration, and is ideally located for accessibility near the corner of two key corridors. It is also one of the last available parcels for such use in the midst of several established and upcoming neighborhoods. Is it possible to **require that the commercial portions of the property be built first** to ensure that they actually happen? It would be great to see the intended commercial purpose prioritized on this site.

In the Caldwell Comprehensive Plan, much of Ustick is designated as a Community Center Placetype (p.36), "...a low-to-mid intensity commercial place type that focuses on creating a destination for residents". Yet, all along Ustick is a plethora of housing with very little commercial development to serve the neighborhoods. Requiring the commercial portions to place their infrastructure and landscaping first may encourage them to follow through with their stated plan.

Finally, I'm not seeing much parking on the subdivision plat. Please ensure there is adequate parking so stray cars don't spill over into area streets and neighborhoods.

Thank you for your time!

Sincerely,
Laura Shannon

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

EXHIBIT 5:

MINUTES OF THE HEARING EXAMINER HEARING

HEARING EXAMINER
MEETING MINUTES
Tuesday, February 24th, 2026 @ 1:30 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:30 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Katie Wright (Planner III); Morgan Bessaw (Deputy Director); Hallie Hart (City Engineer)

CONSENT CALENDAR: The Hearing Examiner approved the December 23, 2025, and January 13, 2026, Hearing Examiner Meeting Minutes as drafted.

OLD BUSINESS: None

NEW BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number: SPP25-000009, ZON25-000005:** The applicant, ALC Architecture, on behalf of Bennett Forest Industries INC., is requesting a rezone of a portion of parcel(s) R3258200000 and R325810000, from C-2 to R-2 to include a Development Agreement, as well as approval of a preliminary plat for Ambrosa Subdivision on parcels R3258200000 and R3258100000, a mixed use subdivision with 8.42 acres of commercial fronting on Ustick Rd. and S. 10th Ave. The subdivision will also include 5.03 acres of single family residential (63 single family detached lots) with a density of 8.6 units per acre. The subject site is located on the south side of E. Ustick Rd., approximately 275 feet west of the intersection with S. 10th Ave.

   Katie Wright (Planner III) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   In response to the Hearing Examiner's question, Ms. Wright agreed to go over the proposed new open space again and stated:

   - The plan shown was two plans ago. It is no longer applicable.
   - The applicant sent an updated plan.
   - There were 63 single family lots, and the applicant removed 3 so they could accommodate the open space requirements.
   - The 9.7% of open space on the slide is inaccurate. The applicant is now meeting the required 10%.

   Jeff Likes (Applicant) 1119 E State St. Eagle, signed in favor of the application and provided a description of the application.

   in response to the Hearing Examiner's questions Mr. Likes stated:

   - Neighborhood meeting was on site.
   - Density allows 90 units, but that applicant is proposing 60 units.
   - The transition from the adjacent single-family neighborhood is to more dense single family, then to commercial going from south to north.
   - It is hard to make neighborhood commercial work when there is no street frontage.

In response to the Hearing Examiner's question, Hallie Hart (City Engineer) 205 S. 6th Avenue, stated the traffic impact study was requested after the application submittal but will be done before city council.

The Public Hearing Testimony was opened:

- David Kroll, 4521 Pine Mountain Ave, signed in opposition with concerns related to S 10th Ave.

In response to the Hearing Examiners question's Ms. Hart stated:

- Staff is evaluating existing conditions and working with the applicant on spacing requirements
- There was some consideration about moving the road further north towards Walmart, which a TIS should help address
- As stated, a traffic impact study is being required.
- The traffic engineer will examine the intersections onto the existing roadways to make sure any added access points are safe for existing residents and new residents that may be added with the subdivision.

- David Kroll continued by stating he would like to request a 7-foot-tall masonry block wall along the roadway. He also stated he did not attend the neighborhood meeting.

- Ray Marsicola, 107 Appalachian St, signed in opposition, concerns about the density negatively affecting property.

  In response to the Hearing Examiner's questions, Mr. Marsicola stated:

  - He prefers the whole site to be commercial and no housing.
  - He would like to request the houses to the south be single level

In response to the Hearing Examiner's questions, Ms. Wright stated she would need to check the land use schedule to see if a big box store would be allowed here but added that the commercial lot size was likely insufficient for big-box regardless.

- Laura Shannon, 4707 Middlesboro Way, signed in opposition with concerns on the intensity of rezone, density, and parking needs.

  In response to the Hearing Examiner's questions Ms. Shannon stated she would love to see senior housing in the development.

- Paul McLane,113 Appalachian St., signed in opposition, and stated he was concerned with the single family residential abutting the south border being 2 story.

  In response to the Hearing Examiner's questions, Mr. McLane stated a previous application proposed multifamily. He also stated the parcel should be commercial only.

Ms. Wright did clarify that in the C-2 zone the largest commercial they could build would be an 80,000 square foot building. Bix box is not permitted.

- Bruce Davis, 4413 Pinnacle Pl., signed in opposition, is concerned with the density and would prefer the whole parcel to be commercial.

- Marshall Smith, 303 Appalachian St., did not sign in, stated he is neutral on the project. He does agree that the homes along the south side of the parcel should be limited to one story and with the possibility of senior housing.

- Robert Nash, 13065 Highlander Rd. Boise, did not sign in, stated there is a need for affordable housing and he hopes this project gets approved.

Jeff Likes (Applicant) 1119 E State St. Eagle, in the rebuttal stated:

- The residents in Cumberland Estates do not want residential next to their residential.
- He believes that they also do not want a 50-foot-tall Walmart with delivery trucks and lights and everything that comes along with it.
- They do not agree with the 1-story houses along the south side of the parcel. They are hoping that the Hearing Examiner will approve to leave the homes to be 2-story.
- There is a minimum of 40 feet of separation between the new development to the north and the development to the south.

Travis Stroud (Developer) 1980 S Meridian Rd. Meridian, stated if an intense use went in behind the neighboring development, it would affect the property values worse than residential.

In response to the Hearing Examiner's questions Mr. Stroud stated:

- The fencing will be vinyl or composite wood.
- The amenity does not have to be pickleball; he does like the suggestion of it being open space to gather.
- The type of anticipated commercial uses will be restaurants, coffee shops, and other neighborhood scale commercial.

In response to the Hearing Examiner's questions Mr. Stroud stated he likely cannot change how the transition currently is shown, that it would be challenging to increase those lot sizes.

In response to the Hearing Examiner's question Ms. Wright stated the only previous applications she could find were the original annexation of the two parcels. She was unable to find any other official applications for this site. She has seen a few different plans for this property that have shown multifamily but there has been no official application for it.

Ms. Durtschi closed the public hearing testimony at 2:46 pm.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SPP25-000009, ZON25-000005: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

ORDER OF DECISION FOR CASE NUMBERS SPP25-000009, ZON25-000005: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SPP25-000009, ZON25-000005 is **recommended for denial** by City Council, subject to the conditions of approval listed in the staff report.

2. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number: SPP25-000008, ZON25-000004:** The applicant, The Land Architect LLC, on behalf of Patriots Landing LLC, is requesting a rezone of parcels R0266001100, R0266001000, and R02660010A0 from R-1 to R-2. Additionally, the applicant is requesting approval of a preliminary plat for Patriot's Landing Subdivision, a residential subdivision with 12 buildable lots, which will include eleven (11) duplex structures and one (1) detached single family residential unit. The 3.28 acre site is identified as Neighborhood 2 in the Future Land use Map and is located on the Northeast side of Interstate-84, approximately 1,800 feet from the Franklin St. exit. This case will be rescheduled.

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 2:47 pm.

The next meeting for the Hearing Examiner will be on Tuesday, March 10, 2025, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

_____ _____
Ms. Sabrina Durtschi Date

ATTEST:

_____ _____
Morgan Bessaw, Deputy Director Date

A digital recording of the public hearing is available upon request.

EXHIBIT 6:

DRAFT DEVELOPMENT AGREEMENT

April 20, 2026
Ambrosa Subdivision Development Agreement
ZON25-000005/SPP25-000009

After Recording
Return to:
Director
Caldwell Planning and Zoning Dept.
205 S. 6th Ave.
Caldwell, Idaho 83605

For Recording Purposes,
Do Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") was approved by Council this _____ of _____, 2026, by and between the City of Caldwell, a municipal corporation of the State of Idaho ("City"), whose address is 205 S. 6th Avenue, Caldwell, Idaho 83605, and Bennett Forest Industries, INC, ("Owner").

RECITALS

WHEREAS, the Owner is the owner of record of approximately 16.57 acres of certain real estate identified as Canyon County Parcel No. R3258200000 (0 S. 10th Avenue) and R3258100000 (106 E. Ustick Rd), generally located on the SWC of Ustick Road and 10th Avenue, in Caldwell, Idaho, ("Property"), and legally described in the attached legal description (**Exhibit A)** and as depicted on the map in **(Exhibit B)**; and

WHEREAS, the Property is currently designated as C-2 (Community Commercial) on the City of Caldwell Zoning Map; and

WHEREAS, the Property is currently designated as the Community Center Placetype on the City of Caldwell Comprehensive Land Use Map; and

WHEREAS, the Owner seeks to rezone a portion of parcels R3258200000 (0 S. 10th Avenue) and R3258100000 (106 E. Ustick Road), generally located on the SWC of Ustick Road and 10th Avenue, from the C-2 (Community Commercial) zone to the R-2 (Community Residential) zoning classification, totaling 8.84 acres in the R-2 zone and 7.73 acres in the C-2 zone; and

WHEREAS, the Owner is proposing to develop the site as a Mixed-Use development that shall consist of 56 single family homes with 6.21 acres of commercial development; and

WHEREAS, the intent of this Development Agreement to protect the rights of Owner's/Developer's use and enjoyment of the Property, while at the same time limiting any adverse impacts resulting from the development of this property upon neighboring properties and the existing community, and ensuring the Property is developed in a manner consistent with Caldwell's Comprehensive Plan and City Code; and

WHEREAS, the City and Owner desire to set forth herein limitations and/or conditions upon the use and future development of the property; and

WHEREAS, all capitalized terms in this Development Agreement not herein defined shall have those

meanings designated in the Caldwell City Code, the Caldwell Zoning Ordinance, and the Caldwell Comprehensive Plan; and

WHEREAS, the zoning designation requested by Owner with respect to the Property, if granted by the City, will only be granted upon execution of this Development Agreement; and

WHEREAS, the Owner has agreed to provide Caldwell with an affidavit agreeing to submit the Property to a Development Agreement (**Exhibit C**) pursuant to Caldwell City Code and the provisions set forth in Idaho Code Section 67-6511A and be bound by same; and

WHEREAS, all exhibits mentioned herein are attached hereto and are incorporated herein by reference; and

AGREEMENT

In consideration of the above Recitals and of the mutual covenants, duties, and obligations contained herein, the parties agreed as follows:

ARTICLE I
LEGAL AUTHORITY

This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Caldwell City Code, Chapter 10, Article 3.

ARTICLE II
ZONING ORDINANCE AMENDMENT

Caldwell will adopt an ordinance amending the Caldwell Zoning Ordinance to rezone the Property that is the subject of the application to the R-2 (Community Residential) zone, subject to the terms and conditions of this Development Agreement. This Development Agreement shall be signed to meet the conditions of approval for the rezone as approved in the **Order of Decision signed April 20, 2026.** The ordinance will become effective after its passage, approval, and publication.

ARTICLE III
GENERAL CONDITIONS OF DEVELOPMENT

3.1 The Property will be developed and utilized in the fashion and according to the terms, conditions and limitations set forth in this Development Agreement and development application number(s) SPP25-000009/ZON25-000005.

3.2 Development of the Property shall be consistent with all requirements, codes, rules and regulations of the City of Caldwell, unless specifically stated otherwise in this Development Agreement.

3.3 If the City of Caldwell has established a design review process at the time of submittal of building permits or development application(s) for the Property, the applicant will be required to go through the design review process.

3.4 In the event the Property's legal description is discovered to be in error, the Owner will be responsible for assuming the measures necessary to provide the City with an accurate legal description of the Property.

3.5 Change in Use. No change in the uses specified in this Agreement shall be allowed without

modification of this Agreement pursuant to the requirements of Caldwell City Code. In the event that the Developer/Owner changes or expands the uses permitted by this Agreement without the approval required by this Agreement, the Caldwell City Code, and Idaho Code 67-6509, the Developer/Owner shall be in default of this Agreement.

3.6 Construction. Development and site work on the Property shall be in accordance with all applicable laws and regulations and shall also be consistent with the development standards set forth in this Agreement. Failure to construct any development on the Property consistent with this Agreement or construction in variance with this Agreement, including any amendment of this Agreement, shall constitute a default of this Agreement by the Developer/Owner.

3.7 Modifications to Plans and/or Specifications: Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require submittal of an application for modification and approval of that application prior to commencing any change.

3.8 Landscape Plan. The applicant shall comply with all landscaping requirements based on Caldwell City Code, Chapter 10, Article 2. The Landscape Plan **(Exhibit E)** represents the Owner's current concept for all existing and proposed landscape street buffers, buffers between land uses, open space, parking lot landscaping, landscape planters, existing and proposed trees, shrubs and plantings, micro and major pathways, landscape strips, public amenities, structures and equipment proposed for recreational use, common lots, common easements, school bus stop areas, irrigation system and water source, and all other landscape improvements including, but not limited to, earth berms, walls, trash enclosures, specialty lighting, required or proposed fences. The Owner understands and agrees that any changes or modifications to the landscape plan must submitted to the City for review and approval prior to installation. The City understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City.

3.9 Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner. The controller as defined by Caldwell City Code is responsible for maintaining all landscaping and screening devices within a subdivision and/or development and/or the subject property. As applied to the subdivision or development process, the controller is understood to be the property owner, association or person representing the property owner's interest with responsibility for abiding by the city's standards, rules, regulations, policies, codes and ordinances."

3.10 Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.

3.11 Development Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.

3.12 Preliminary Plat Expiration: Final plats must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat.

3.13 Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than one year each, as measured from the date of signature on the approving order of decision for the preliminary plat, and provided that "city code", as herein defined, and any subsequent amendments as adopted by the city before, during or after preliminary plat approval, is followed in all design, engineering plans, construction and final plats for all phases, with the exception of lot sizes, lot dimensions, setbacks, number of lots and any exceptions approved at the time of preliminary platting, which shall remain as indicated in the preliminary plat order of decision and/or development agreement.

3.14 Approved Subdivision Name: No changes to an approved subdivision name on a preliminary plat shall occur unless a request is initiated through the filing of a Subdivision Name Change Request Application for administrative staff level review and approval. If approved, preliminary plat drawings will need to be amended and submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the acceptance and/or approval of construction drawings. All construction drawings and final plats shall reflect the new approved subdivision name. Upon recordation of the final plat, all recorded subdivisions shall be known and referred to by the city approved subdivision name, in all permanent or temporary signage physically located on or near the location of the subdivision, and on all deeds and legal documents. This requirement shall continue through the development of each phase of the subdivision and shall survive completion of the subdivision unless a request is initiated through the filing of a Subdivision Name Change Request Application for administrative staff level review and approval. If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as “insert the new approved subdivision name”, shall be recorded at the county recorder’s office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

3.15 Approved Development Name, Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan. No changes to the original approved development name, street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

3.16 Dimensional/Bulk Standards: All new construction shall comply with the current height, setback, and area schedule in effect at the time the building permit is filed, excluding any setbacks, height, lot size, or frontage deviations as noted in Article IV.

ARTICLE IV
SITE SPECIFIC CONDITIONS OF DEVELOPMENT

4.1 The Property will be developed and utilized in the fashion and according to the terms, conditions and limitations set forth in this Development Agreement and development application number(s) SPP25-000009/ZON25-000005.

4.2 Concept Site Plan. The Concept Site Plan **(Exhibit D)** represents the Owner’s current concept for completion of the Project. As the Concept Site Plan evolves, the City understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Concept Plan and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the site plan must submitted to the City for review and approval prior to

development.

4.3 Building Elevations. The Building Elevations **(Exhibit D)** represents the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, and surrounding landscaping for the project. As the building design evolves, the City understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the elevations presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the building elevations must submitted to the City for review and approval prior to construction of such.

4.4 Street Landscape Buffers. A twenty-five foot (25') wide street landscape buffer is required along 10th Avenue, a twenty-five foot (25') wide street landscape buffer is required along Ustick Road, a ten foot (10') wide street landscape buffer is required along Kimball Avenue, and a ten foot (10') wide street landscape buffer is required along the north side of Marte Street. The street landscape buffers shall comply with Caldwell City Code 10-02-09-5. Seeding, hydro-seeding, or similar methods shall not be allowed, and the plant sizes shall meet or exceed the minimum plant sizes as set forth in §10-02-09-5.

4.5 Comply with all City of Caldwell Engineering Department conditions as shown in **Exhibit F.**

4.6 Comply with all City of Caldwell Fire Department conditions as shown in **Exhibit G.**

4.7 Comply with all City of Caldwell Mapping Department conditions as shown in **Exhibit H.**

CONDITIONS SHALL REFLECT FINAL COUNCIL DECISION

ARTICLE V
AFFIDAVIT OF PROPERTY OWNER(S)

An affidavit of the owner(s) of the Property is attached hereto and incorporated by reference herein agrees to subject the Property to this Development Agreement **(Exhibit C)** and be bound thereby, and comply with and be bound by the provisions set forth in Idaho Code Section 67-6511A and Caldwell City Code shall be provided and is incorporated herein by reference.

ARTICLE VI
DEFAULT

5.1 In the event the Owner, their heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fails to faithfully comply with all of the terms, conditions, and commitments set forth herein, included in this Agreement, within thirty (30) days of written notice of such failure from the City, the City shall have the right without prejudice to any other rights or remedies to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Development Agreement. The City shall have the following non-exclusive and cumulative remedies, upon the City's compliance with the requirements of Caldwell City Code and Idaho Code 67-6509.

5.2 If required to proceed in a court of law or equity to enforce any provision of this Development Agreement, City shall be entitled to recover all direct out-of-pocket costs so incurred to cure or enjoin such default and to enforce the commitments contained in this Development Agreement, including attorney's fees and court costs.

ARTICLE VII
UNENFORCEABLE PROVISIONS

If any term, provision, commitment, or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument shall nevertheless remain in full force and effect and that portion determined to be invalid or unenforceable shall be re-negotiated in good faith between Owner(s), or other appropriate party, and the City.

ARTICLE VIII
ASSIGNMENT AND TRANSFER

After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Owner. Each commitment and restriction on the development shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property, and other property near the Property and shall run with the land. This Development Agreement shall be binding on Owner, and its respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the development is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the property sold arising under this Agreement. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be bound by and liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

ARTICLE IV
GENERAL MATTERS

8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509.

8.2 Termination. A development agreement may be terminated by the city, and the zoning designation upon which the use is based may be reversed upon the failure of the owner, developer or each subsequent owner or person acquiring an interest in the subject parcel to comply with the commitments in the agreement within two (2) years. The two (2) year period of time for compliance of commitments may be extended by the city for just cause and upon application for such by the owner, and after complying with the notice and hearing provisions of this section.

8.3 No failure by the City to enforce this Agreement or any provision hereof shall constitute a waiver of such provision or of any other right of the City or obligation of the Owner contained herein. This non-waiver provision shall apply regardless of the amount of time that may elapse after such default by Owner. This non-waiver provision shall apply regardless of whether such waiver by the City is express or implied.

8.4 Consent to Change Zoning. The establishment of a development agreement and the written commitments contained therein, in accordance with the provisions of this section, shall be deemed written consent to change the zoning of the subject property to its prior designation upon failure to comply with the conditions imposed by the agreement.

8.5 Other Laws. This Development Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the Parties' commitments set forth herein, including, but not limited to, amendments to the City's zoning ordinance which may prohibit the use or uses Owner proposes in this Agreement. Owner understands that the building and fire codes applicable to its development shall be those in effect at the time when a complete application for a building permit is filed. Nothing in this Development Agreement shall preclude the application of any law that is specifically mandated and required by changes in state or federal laws or regulations. In the event such law prevents or

precludes compliance with one or more provisions of this Development Agreement, City and Developer shall meet and confer to determine how provisions of this Development Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment or amendments to this Development Agreement.

8.6 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.7 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

8.8 Legal Representation. Both the Owner and City acknowledge that they each have been represented by legal counsel in negotiating this Development Agreement and that neither party shall have been deemed to have been the drafter of this agreement.

8.9 Ongoing Performance Commitments. If the Development Agreement has commitments involves ongoing performance and the owner or developer fails to comply with the commitment after completion of construction, said failure may be dealt with by the city according to the violation and penalty provisions of this chapter and for specific performance of the development agreement, including attorney fees and costs associated with the enforcement of the agreement.

8.10 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth herein below, or such other address and to such other persons as the parties may hereafter designate. Any such notice shall be deemed given upon receipt if by personal delivery, forty-eight (48) hours after deposit in the United States mail, if sent by mail pursuant to the foregoing, or twenty-four (24) hours after timely deposit with a reputable overnight delivery service.

To City:

City of Caldwell
c/o Director, Planning & Zoning Department
205 S. 6th Ave.
Caldwell, Idaho 83605

With a Copy to:

City of Caldwell
c/o Oscar Klaas, City of Caldwell Attorney
205 S. 6th Ave.
Caldwell, Idaho 83605

To Owner:

Bennet Forest Industries, Inc.
251 E. Front St. #202
Boise, ID 83702

With a Copy to Developer:

Northwest Development Companies
c/o Travis Stroud
1980 S. Meridian Rd., #140
Meridian, Idaho 83642

8.11 Change of Address. Either Party shall give notice to the other Party of any change of its address for the purpose of this section by giving written notice of such change to the other in the manner herein

provided. In the event any successor or assign fails to provide an address, the City's obligation of mailing shall be deemed accomplished by uses of the address on file with the County Tax Assessor.

8.12 Default. In the event Owner fails to comply with the terms and conditions hereof in any material respect, the City may, without further notice to Owner, exercise any or all of the following remedies.

A. Withhold the issuance of any building permit or certificate of occupancy of any structure located within the Project;

B. Withhold the connection of water, sewer or electric service to any property located within the Project;

C. Refuse to accept public ownership and maintenance of public improvements within the Project and record a notice of such action with the Canyon County Recorder's Office;

D. Issue a stop work order for any building under construction within the Project;

E. Bring an action for damages, injunctive relief, specific performance or any other remedy available at law or in equity;

All of the above remedies are cumulative and to the extent not wholly inconsistent with each other, may be enforced simultaneously or separately, at the sole discretion of the City.

8.7 Attorney. The prevailing party in any claims or disputes arising out of this Agreement shall be entitled to recover reasonable attorney's fees in addition to other relief which a court of competent jurisdiction may award.

8.8 Effective Date. This Development Agreement shall be effective upon the signing and execution of this agreement by both parties.

8.9 Authority to Enter Into Agreement: By the execution and delivery of this Agreement by the parties, and the performance of their covenants and obligations therein, the parties acknowledge such action has been duly authorized by all necessary corporate (or LLC) action, and necessary corporate (or LLC) resolution(s) have been executed for the undersigned representatives to sign this Agreement and so bind their respective parties.

8.10 Automatic Termination: If the Property is not developed as conditioned herein, this agreement shall terminate five (5) years after the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement.

DATED this _____day of _____, 2026.

CITY OF CALDWELL, a municipal corporation organized and existing under the laws of the State of Idaho

By:_____
Eric Phillips, Mayor

ATTEST:

_____
Kristina Buchan, Caldwell City Clerk

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared ERIC PHILLIPS, known to me to be the MAYOR of said municipal corporation that executed this instrument and the persons who executed the said instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written.

_____
Notary Public

Residing at: _____

My Commission Expires: _____

OWNER(S):

By: _____
Enter Owners Name

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, known or identified to me to be an owner of the property referenced herein and the persons who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written

_____
Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)
) ss.
County of Canyon)

On this _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared_____, known or identified to me to be an owner of the property referenced herein and the persons who executed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written

_____
Notary Public

Residing at: _____

My Commission Expires: _____

INDEX OF EXHIBITS

A - Legal Description
B - Parcel Map
C - Affidavit of Owner
D - Concept Plans and Elevations
E - Concept Landscape Plan
F - Engineering Conditions
G - Fire Conditions
H - Mapping Conditions

Exhibit A
Legal Description of Property

ZONING EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being a portion of Government Lot 1 NE 1/4 of Section 4, T. 3N., R. 3W., Boise Meridian, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said Government Lot 1 thence on the east line of said Government Lot 1 S00°17'36"W a distance of 659.81 feet to a point on the easterly extension of the North line of Cumberland Subdivision No. 1 filed for Record in Book 41 Page 31, I.N. 2008027165, Canyon County Records being the Point of Beginning; thence on last said line and its westerly extension N89°40'23"W a distance of 1331.76 feet to the northwest corner of Cumberland Subdivision No. 4 filed for Record in Book 46 Page 36, I.N. 2017-056424, Canyon County Records; thence on the west line of said Government Lot 1 N00°15'57"E a distance of 301.79 feet to a point on the Centerline of Soterra Way as shown on the plat of Soterra Subdivision Phase 1 filed for Record in Book 58 Page 27 I.N. 2025-002568, Canyon County Records; thence on the easterly extension of last said centerline S89°40'27"E a distance of 131.50 feet; thence N00°15'57"E a distance of 46.16 feet; thence a curve to the right having a radius of 46.50 feet, a length of 73.09 feet, an angle of 90°03'40" and a chord bearing N45°17'47"E a distance of 65.80 feet; thence S89°40'23"E a distance of 759.73 feet; thence a curve to the right having a radius of 46.50 feet, a length of 73.27 feet, an angle of 90°16'28" and a chord bearing S44°52'20"E a distance of 65.92 feet; thence S00°15'57"W a distance of 275.10 feet; thence a curve to the left having a radius of 46.50 feet, a length of 72.99 feet, an angle of 89°56'20" and a chord bearing S44°42'13"E a distance of 65.73 feet; thence S89°40'23"E a distance of 300.83 feet to a point on the east line of said Government Lot 1; thence on the last said East line S00°17'36"W a distance of 26.50 feet to the Point of Beginning

The above described parcel contains 8.84 Acres, more or less.



Exhibit B
Parcel Map

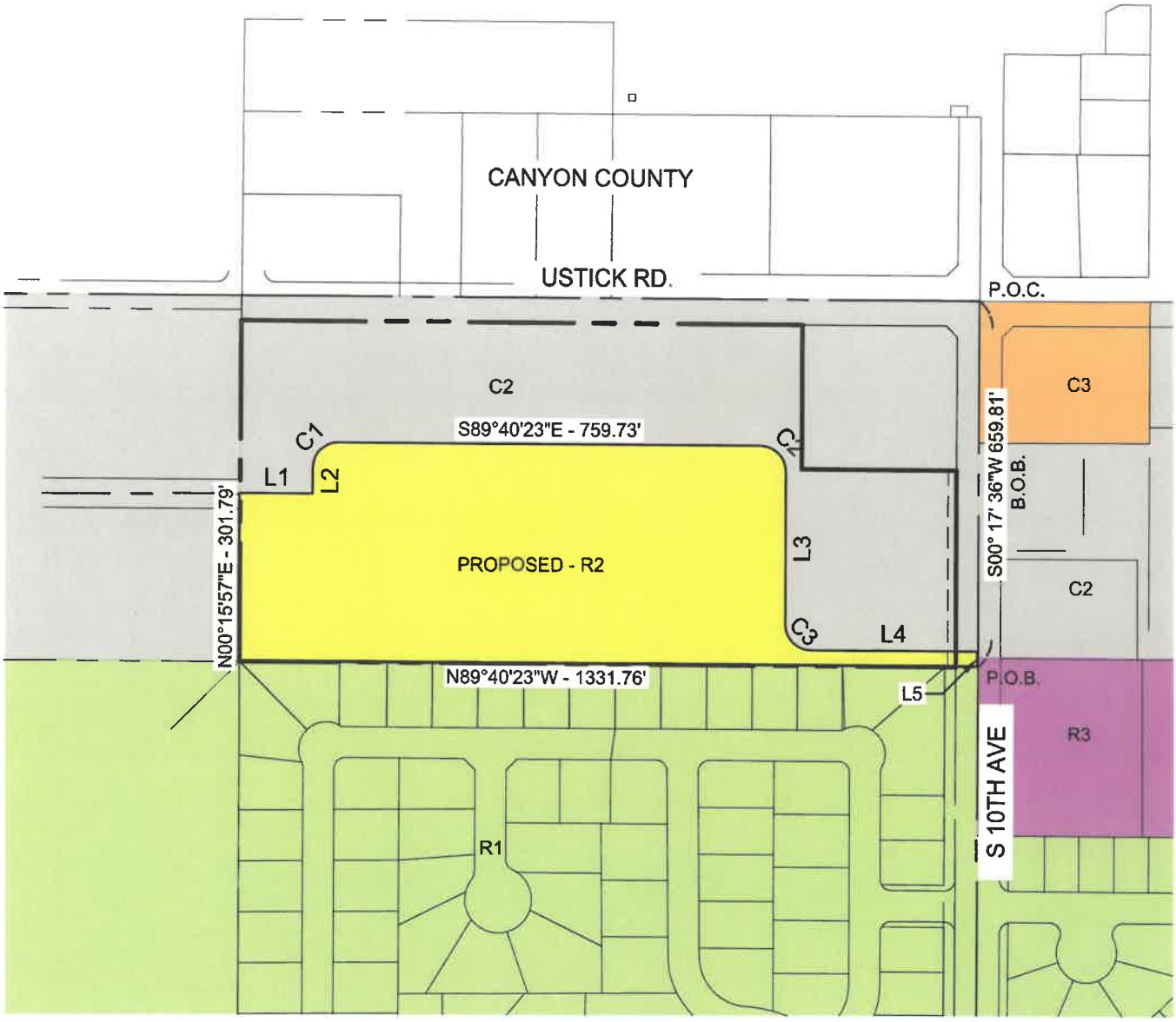
B.O.B. BASIS OF BEARING
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

ZONING EXHIBIT B

PORTION OF GOVERNMENT LOT 1, NE 1/4 SECTION 4, T.3N., R3.W.,
BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO.

Scale 1" = 300'
0 150' 300'

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.



Parcel Line Table

Line #	Length	Bearing
L1	131.50'	S89° 40' 27"E
L2	46.16'	N0° 15' 57"E
L3	275.10'	S0° 15' 57"W
L4	300.83'	S89° 40' 23"E
L5	26.50'	S0° 17' 36"W

Curve Table

Curve #	Length	Radius	Delta	Chord
C1	73.09'	46.50'	90°03'40"°	N45° 17' 47"E - 65.80
C2	73.27'	46.50'	90°16'28"°	S44° 52' 20"E - 65.92
C3	72.99'	46.50'	89°56'20"°	S44° 42' 13"E - 65.73

PROFESSIONAL LAND SURVEYOR
LICENSED
18350
2/9/26
STATE OF IDAHO
ANTONIO M. CONTI

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

JOB No: R25146

Exhibit C
Affidavit of Legal Interest

STATE OF IDAHO)
)
County of Canyon)

_____, who being first duly sworn under oath, deposes and says:

1. I am _____ **("Owner"),** whose mailing address is _____.

2. Owner is the fee simple owner of the parcel of real property **("Property")**, and legally described as:

See "Exhibit A" for legal description.

3. _____authorizes the submission of Property to certain Development Agreement pursuant to the provisions set forth in Idaho Code Section 67-6511A and Caldwell City Code dated the ___ day of _____, 2026 by and between the City of Caldwell, a municipal corporation in the State of Idaho, and Owner (the "**Agreement**").

DATED this ____ day of _____, 2026.

Owner
By: _____
Owner Name

SUBSCRIBED AND SWORN to before me this _____day of _____, 2026.

Notary Public
Residing at _____, Idaho
My Commission expires _____

Exhibit D
Concept Plans and Elevations

This space reserved for insertion of documents after City Council final approval

Exhibit E
Concept Landscape Plans

This space reserved for insertion of documents after City Council final approval

Exhibit F
City of Caldwell Engineering Conditions

This space reserved for insertion of documents after City Council final approval

Exhibit G
City of Caldwell Fire Department Conditions

This space reserved for insertion of documents after City Council final approval

Exhibit H
City of Caldwell Mapping Department Conditions

This space reserved for insertion of documents after City Council final approval

EXHIBIT 7:

ORDINANCE AND SUMMARY

BILL NO. 60
ORDINANCE NO. 3712

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-2 (COMMUNITY COMMERCIAL) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Hearing Examiner and following the public notice and hearing procedures as required in Section 10-03-12, Caldwell Municipal Code, approved Case No. ZON25-000005 (Ambrosa Subdivision) at a public hearing held this 20th day of April, 2026.

Section 2. The parcel(s) are within the City of Caldwell, Idaho and the applicant has requested that said following described property(s) should be rezoned as follows:

Parcel(s) are more particularly shown on **Exhibits A and B** attached hereto.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above-described property(s) on the official zoning map and other area maps of the City of Caldwell, Idaho as R-2 (COMMUNITY RESIDENTIAL).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

ZONING EXHIBIT A

LEGAL DESCRIPTION

A parcel of land being a portion of Government Lot 1 NE 1/4 of Section 4, T. 3N., R. 3W., Boise Meridian, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

Commencing at the northeast corner of said Government Lot 1 thence on the east line of said Government Lot 1 S00°17'36"W a distance of 659.81 feet to a point on the easterly extension of the North line of Cumberland Subdivision No. 1 filed for Record in Book 41 Page 31, I.N. 2008027165, Canyon County Records being the Point of Beginning; thence on last said line and its westerly extension N89°40'23"W a distance of 1331.76 feet to the northwest corner of Cumberland Subdivision No. 4 filed for Record in Book 46 Page 36, I.N. 2017-056424, Canyon County Records; thence on the west line of said Government Lot 1 N00°15'57"E a distance of 301.79 feet to a point on the Centerline of Soterra Way as shown on the plat of Soterra Subdivision Phase 1 filed for Record in Book 58 Page 27 I.N. 2025-002568, Canyon County Records; thence on the easterly extension of last said centerline S89°40'27"E a distance of 131.50 feet; thence N00°15'57"E a distance of 46.16 feet; thence a curve to the right having a radius of 46.50 feet, a length of 73.09 feet, an angle of 90°03'40" and a chord bearing N45°17'47"E a distance of 65.80 feet; thence S89°40'23"E a distance of 759.73 feet; thence a curve to the right having a radius of 46.50 feet, a length of 73.27 feet, an angle of 90°16'28" and a chord bearing S44°52'20"E a distance of 65.92 feet; thence S00°15'57"W a distance of 275.10 feet; thence a curve to the left having a radius of 46.50 feet, a length of 72.99 feet, an angle of 89°56'20" and a chord bearing S44°42'13"E a distance of 65.73 feet; thence S89°40'23"E a distance of 300.83 feet to a point on the east line of said Government Lot 1; thence on the last said East line S00°17'36"W a distance of 26.50 feet to the Point of Beginning

The above described parcel contains 8.84 Acres, more or less.



EXHIBIT B: MAP EXHIBIT

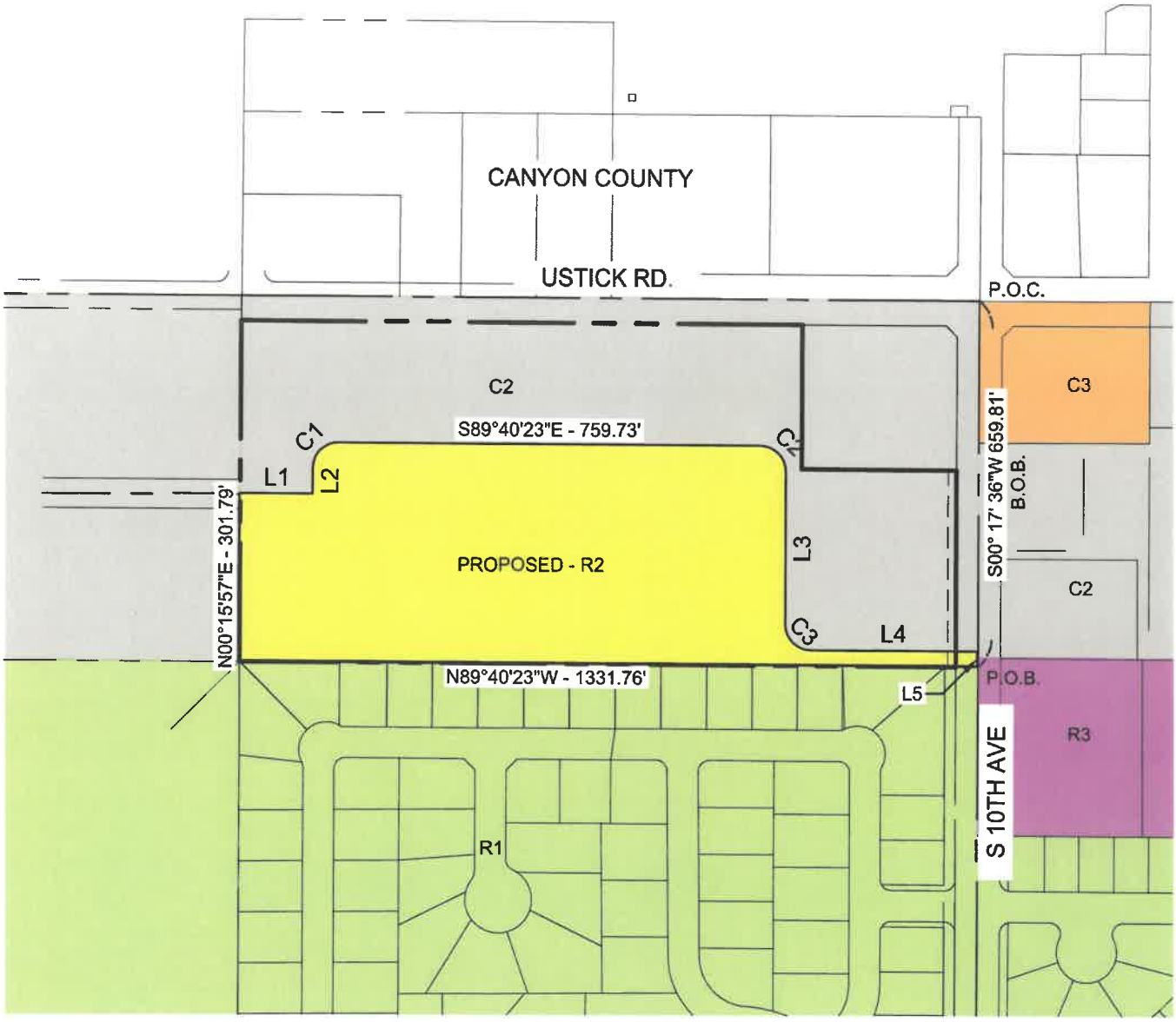
B.O.B. BASIS OF BEARING
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

ZONING EXHIBIT B

PORTION OF GOVERNMENT LOT 1, NE 1/4 SECTION 4, T.3N., R3.W.,
BOISE MERIDIAN, CITY OF CALDWELL, CANYON COUNTY, IDAHO.

Scale 1" = 300'
0 150' 300'

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENTS.



Parcel Line Table

Line #	Length	Bearing
L1	131.50'	S89° 40' 27"E
L2	46.16'	N0° 15' 57"E
L3	275.10'	S0° 15' 57"W
L4	300.83'	S89° 40' 23"E
L5	26.50'	S0° 17' 36"W

Curve Table

Curve #	Length	Radius	Delta	Chord
C1	73.09'	46.50'	90°03'40"°	N45° 17' 47"E - 65.80
C2	73.27'	46.50'	90°16'28"°	S44° 52' 20"E - 65.92
C3	72.99'	46.50'	89°56'20"°	S44° 42' 13"E - 65.73

PROFESSIONAL LAND SURVEYOR
LICENSED
18350
2/9/26
STATE OF IDAHO
ANTONIO M. CONTI

ACKERMAN ESTVOLD
7655 W Riverside Dr • Garden City, ID 83714
208.853.6470 • www.ackerman-estvold.com
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

JOB No: R25146

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3712
REGARDING ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM C-2 (COMMUNITY COMMERCIAL) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

Ordinance No. 3712 provided for the rezone of:

A parcel of land being a portion of Government Lot 1 NE ¼ of Section 4, T3N, R3W, BM, City of Caldwell, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the NE corner of said Government Lot 1; thence S00°17'36"W, 659.81 feet on the east line of said Government Lot 1 to a point on the easterly extension of the North line of Cumberland Subdivision No. 1, Book 41 Page 31, Canyon County Records being the **POINT OF BEGINNING**; thence N89°40'23"W, 1331.76 feet on last said line and its westerly extension to the NW corner of Cumberland Subdivision No. 4, Book 46 Page 36, Canyon County Records; thence N00°15'57"E, 301. 79 feet on the west line of said Government Lot 1 to a point on the centerline of Soterra Way as shown on the plat of Soterra Subdivision Phase 1, Book 58 Page 27, Canyon County Records; thence S89°40'27"E, 131.50 feet on the easterly extension of last said centerline; thence N00°15'57"E, 46.16 feet; thence 73.09 feet along a curve to the right having a radius of 46.50 feet, an angle of 90°03'40", and a chord bearing N45°17'47"E, 65.80 feet; thence S89°40'23"E, 759. 73 feet; thence 73.27 feet along a curve to the right having a radius of 46.50 feet, an angle of 90°16'28", and a chord bearing S44°52'20"E, 65.92 feet; thence S00°15'57"W, 275.10 feet; thence 72.99 feet along a curve to the left having a radius of 46.50 feet, an angle of 89°56'20", and a chord bearing S44°42'13"E, 65. 73 feet; thence S89°40'23"E, 300.83 feet to a point on the east line of said Government Lot 1; thence S00°17'36"W, 26.50 feet on the last said East line to the **POINT OF BEGINNING**. Containing 8.84 Acres, more or less.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3712 was passed by the Council and approved by the Mayor on the 20th day of April, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 20th day of April, 2026, for publication on the 28th day of April, 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3712 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 20th day of April, 2026.

Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Action Item: Public Hearing for Case Number SPP25-000010, ZON26-000002: The applicant, Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a rezone for a portion of parcel R34319020700 from R-1 to C-1. The parcel currently has a split zone and the applicant would like to ensure the entire parcel is zoned C-1 as was intended when the lot was designated a commercial lot within the original Shadow Glen Subdivision. Concurrently, the applicant is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho. The application was recommended for approval by the Hearing Examiner on Tuesday, March 24, 2026.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. ShadowGlen Council FINDINGS packet

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division

COVER SHEET

Staff Planner: April Cabello, Associate Planner

DOCKET NUMBER/CASE NUMBER	PROJECT NAME / TITLE
SPP25-000010, ZON26-000002	Shadow Glen Commercial
PUBLIC HEARING DATE	**PROPERTY /LOCATION**
4/20/2026	R3431920700

BRIEF SUMMARY OF APPLICATION REQUESTS:

☐ Annexation and Zoning ☒ Rezone ☐ Comp Plan Amendment ☐ Zoning Ordinance Text Amendment
☐ Special Use Permit ☒ Preliminary Plat ☐ Planned Unit Development ☐Development Agreement Mod

IMPACT ANALYSIS SUMMARY

This cover sheet summarizes potential development impacts that may result in the completion of the proposed development. This analysis does not consider the timing or phasing of such development and does constitute a complete assessment. The official staff report should be reviewed for a complete and comprehensive analysis of the project and findings for the project.

PROPOSED LAND USE AND ESTIMATED RESIDENT POPULATION INCREASE				
# Proposed Single Family Units:	0		Population = (DU * 3):	0
# Proposed Duplex & Multifamily Units:	0		Population = (DU * 2):	0
Proposed Commercial Acreage:	1.52 acres		***TOTAL estimated population increase:**	0
*Population projects are based on the average numbers of persons per household listed within Census.				

FIRE SERVICES	
Fire Dept Travel Response Time Goals:	90% within 4 min.
Closest Fire Station (in miles):	1.4 miles
Est. Response Time to Site:	3 minutes
Will this development have other significant impacts on the ability to provide services:	☐ Yes ☒ No
Will this development necessitate additional fire resources and/or equipment beyond current levels:	☐ Yes ☒ No
Will the development pay development impact fees?	☒ Yes ☐ No
Overall Comments, Recommendations & Fiscal Impact:	Provide any comments below on the adverse impact this will or could have on fire department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact: No comments

POLICE SERVICES

Calls for Service in Area (YTD):	Nearby adjacent reporting districts have an average of 155.75 calls for service each year to date. The nearby RD's (1H, 1I, 2E, 2K) have a combined total of 623 reactive CFS from January 1st to March 13th, 2026.
Call Types within Area:	**Top 20 Reactive Calls for Service in the Area**

Nature	#	%
Follow Up	20	6.85%
Abandoned Vehicle	14	4.79%
Suspicious	13	4.45%
Attempt to Locate	11	3.77%
Citizen Assistance	10	3.42%
Parking Problem	9	3.08%
Vehicle Accident	9	3.08%
Welfare Check	8	2.74%
Disturbance	8	2.74%
Juvenile Problem	8	2.74%
Animal Control Barking Dog	7	2.40%
Agency Assist	7	2.40%
911 Cell Open Line	7	2.40%
Alarm-Commercial	7	2.40%
Animal Control Animal at Large	7	2.40%
911 Disconnected Call - Cell	7	2.40%
Noise Complaint	6	2.05%
Reckless Driver	6	2.05%
Alarm-Residential	6	2.05%
Area Check	5	1.71%

Workload Saturation (%):	Reporting districts 1H, 1I, 2E, 2K account for 427 (year to date) reactive CFS compared to a total of 4,824 total YTD. These RD's account for 3.23% of all reactive CFS YTD.
Traffic Crash Data:	**See Exhibits**
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No
Will this development necessitate additional police resources and/or equipment beyond current levels?	☒ Yes ☐ No
Overall Comments, Recommendations & Fiscal Impact:	The additional demands placed on the police department from this commercial development highly depend on the nature of the vendors that would inhabit the locations. Generally, commercial locations generate very few calls for service one their own, with the exception of Banks, Gas Station, Vape Shops, and Liquor Stores to name the statistically highest offenders of commercial locations that are of this size.

PUBLIC SCHOOLS

School District	Vallivue
Capacity to Serve (Based on no residential units)	☒Yes ☐No ☐ School was not specific in their response ☒No response received from District

UTILITIES AND INFRASTRUCTURE	
Adequate public utilities and services, including water, wastewater, stormwater, and other necessary infrastructure, are available or can be reasonably extended to serve the proposed development. Utilities shall have sufficient capacity to accommodate the proposed development at building permit issuance. Where necessary, the applicant shall construct or extend required facilities in accordance with City standards as a condition of approval.	☒Yes ☐No
Traffic Impact Study Completed?	☐Yes ☐No ☒Not Required
Are Traffic Improvements Required for Development?	☒Yes ☐No
Are All Traffic Improvements Listed as Conditions of Approval?	☒Yes ☐No (See engineering memo)

REQUIRED INFRASTRUCTURE IMPROVEMENTS
☒ Curb and Gutter ☒ Sidewalk ☐ Street Widening ☐ Construction of Roundabout ☐ Traffic Signals ☐ Turn Lanes ☐ Well ☐ Lift Station ☐ Utility Main Line Extensions ☐ Public Pathways ☐ Crosswalks ☐ School Crossing Beacons ☐ Transit Stop ☐ School Bus Stop ☐ Public Pathways ☒ Landscaping / Open Space ☒ Land Use Buffering / Screening ☐ Other:

DEVELOPMENT AGREEMENT	
Does the subject parcel(s) have an existing Development Agreement in place?	☒Yes ☐No
If not, is staff recommending the development be subject to a Development Agreement?	☐Yes ☐No

OTHER SUBSTANTIAL ADVERSE AND DEMONSTRABLE IMPACTS

Caldwell Community Development Department
Planning and Zoning Division
STAFF REPORT / FINDINGS
Public Hearing Item | City Council | 4/20/2026
Staff Planner: April Cabello
Presented by: Morgan Bessaw

CASE NO(s): SPP25-000010, ZON26-000002
Project Name: Shadow Glen Commercial Subdivision and Rezone

HEARING BODY RECOMMENDATION

The Hearing Examiner at the 3/24/2026 public hearing recommended APPROVAL of the rezone and preliminary plat, subject to the conditions listed herein.

CITY COUNCIL DECISION

This will be updated once the City Council has made a decision and prior to final signature.

The City Council at the 4/20/2026 public hearing, APPROVED/DENIED Case No (s): ZON26-000002 and SPP25-000010

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Rezone a portion of parcel R3431920700 that is split zoned from R-1 to C-1
- Preliminary Plat (Re-Plat) for Shadow Glen Commercial



Applicant:	Jordan Moorhouse / McCarter-Moorhouse, LLC
Property Owner:	SM4 LLC
Parcel ID Number(s):	R3431920700
School District:	*Vallivue*
Staff Summary of Review:	*Staff thoroughly reviewed and analyzed the above-listed applications and finds that all applications and development proposals are:* ☒ **COMPLIANT** with all applicable city codes, regulations and policies, if all conditions of approval are met. ☐ **NOT COMPLIANT** with all applicable city codes, regulations, and polices.

DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the Council approves any application, the Council must find and conclude the proposed applications are compliant with **Caldwell City Code approval criteria as listed within section VI. PUBLIC HEARINGS.**

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF AN APPLICATION FOR A REZONE FOR A PORTION OF PARCEL R3431920700 FROM R-1 TO C-1 AS WELL AS FOR A PRELIMINARY PLAT FOR SHADOW GLEN COMMERCIAL SUBDIVISION Property Owners: SM4 LLC	))))))))	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION** Case No. SPP25-000010 and ZON26-000002

I. APPLICATION FACTS

Applicant:	Jordan Moorhouse, McCarter-Moorhouse, LLC.
Property Owner(s):	SM4 LLC
Application Requests and Development Proposals:	Application for a partial rezone of Parcel R3431920700 from R-1 (Neighborhood Residential) to C-1 (Neighborhood Commercial). Application for a Subdivision to create four (4) separate commercial lots.
Application Submission:	The applicant, SM4 LLC, Jordan Moorhouse, on behalf of the property owner, SM4 LLC, submitted an application for a preliminary plat on 10/02/2025 and an application for a rezone on 2/24/2026
Proposed Site Location:	The subject site is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho with a property address of 0 Shadow Glen Dr., described as a portion of 30-4N-2W SE SHADOW GLEN NO 2 LT 2 BLK 6
Parcel Number(s):	R3431920700
Property Size:	Approximately 1.52 acres, more or less
Jurisdiction:	The property is currently located in the City of Caldwell
Applicable Regulations and Guiding Documents:	Applications were thoroughly analyzed and reviewed for compliance with: a. City of Caldwell Zoning Ordinance No. 1451, as amended b. City of Caldwell Subdivision Ordinance, as amended c. City of Caldwell Comprehensive Plan, as amended d. Treasure Valley Tree Selection Guide e. Bicycle and Pedestrian Master Plan f. Caldwell Transportation Master Plan g. Idaho Code

Public Notifications:

The following noticing was completed in accordance with Caldwell City Code Section 10-03-12:

1st Neighborhood Meeting Held	7/15/2025
2nd Neighborhood Meeting Held	12/11/2025
Public Agency Notification Sent (See attached exhibit for list of agencies notified)	11/7/2025
(500') Radius Notices Mailed - Hearing Examiner Hearing (Min. 15 days prior to hearing)	3/4/2026
Legal Ad Published - Hearing Examiner Hearing (Min. 15 days prior to hearing)	3/7/2026
Physical Site Posted - Hearing Examiner Hearing (Min. 10 days prior to hearing)	4/9/2026
Applicant Proof of Posting Received - Hearing Examiner Hearing	4/13/2026
Hearing Examiner Public Hearing	3/24/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	3/31/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	4/3/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	4/5/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	4/9/2026
City Council Public Hearing	4/20/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Vallivue
Water Services:	City of Caldwell (Muniicpal Water)
Sewer:	City of Caldwell (Municipal Sewer)
Trash:	Republic Services
Irrigation Services:	City of Caldwell (Pressurized Irrigation)
Irrigation District:	Caldwell Municipal Irrigation Disrict
Others:	n/a

Political Subdivisions Notification and Comments:

In accordance with Idaho Code, notice was provided to all political subdivisions providing services within the planning jurisdiction, including school districts. Public agency comments were received from the following agencies and are included in their entirety as part of the official record and the exhibits attached hereto.

a. ITD – Has no comments or concerns.
b. City of Caldwell Engineering Department – Provided general conditions for approval for Shadow Glen Commercial. **See Exhibit 2 of this report for full comments from Engineering.**
c. City of Caldwell Police Department - **See Exhibit 2 of this report for full comments from Police.**
d. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval. **See Exhibit 2 of this report for full comments from Engineering.**
e. City of Caldwell Mapping Department - Provided general conditions of approval.

Public Comments Received:

In response to the public notices, public comments were received from the following and are included in their entirety as part of the official record and the exhibits attached hereto.

a. No public response received.
b. Public testimony given at the public hearing will be included in the official minutes of the record.

Site / Project Background and History:

The subject site was annexed into the City of Caldwell in 2006 as part of Copper Creek Subdivision and was planned for (8) eight phases; only (1) one phase was recorded and the remaining portion of the subdivision expired. In 2020 Shadow Glen Subdivision submitted for a re-plat for the remaining portions of the Copper Creek Subdivision, including the commercial portion. At that time, the dimensions of the commercial parcel increased but the zoning boundary for commercial was not increased which has created the current situation of a split zoned parcel.

Site Features:

Floodplain:	The property is not within a flood zone.
Mature Trees:	No mature trees but there are (6) six young trees and (3) three young pine trees located within the parcel along the west residential fence line.
Streams / Creeks:	None
Wildlife Habitat:	None
Riparian Habitat Area:	None
Steep Slopes / Hillside:	None
Canals / Ditches / Drains:	None
Other, Describe:	None

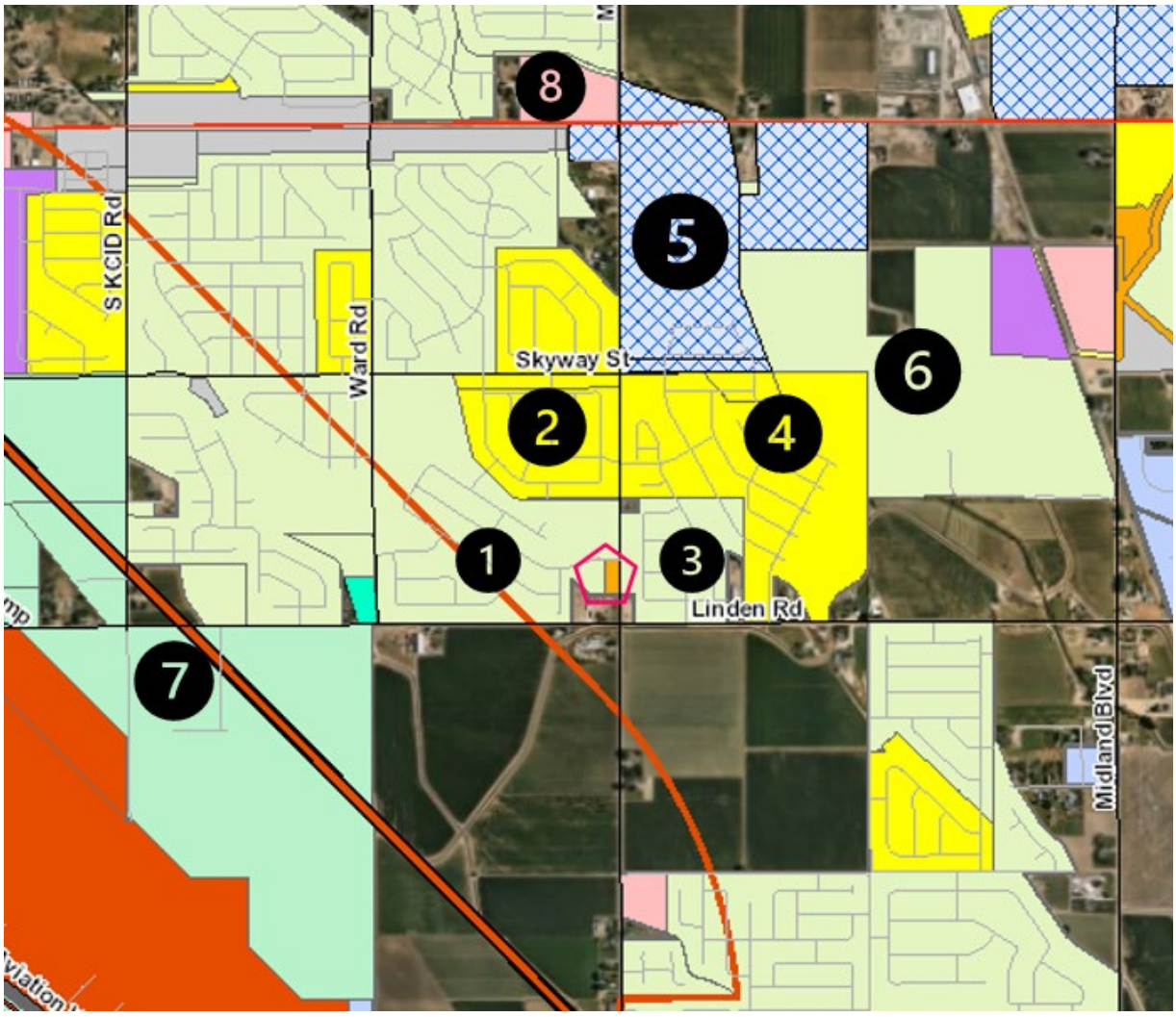
Site and Surrounding Zoning Classifications:

Site:	C-1 (Neighborhood Commercial) and R-1 (Neighborhood Residential)
North:	R-1 Neighborhood Residential
South:	Canyon County
East:	R-1 (Neighborhood Residential)

	West:	R-1 (Neighborhood Residential)
Site and Surrounding Land Uses (existing):	*Site:*	Vacant land
	North:	Vacant land (future residential phase of Shadow Glen)
	South:	Farmland with farmhouse and structures
	East:	Single-Family Residential
	West:	Single-Family Residential
Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Neighborhood 2
	North:	Neighborhood 2
	South:	Neighborhood 2, Mixed Use and Employment Center
	East:	Neighborhood 2
	West:	Neighborhood 2

Approved Developments Within 1-Mile Radius of Subject Site:

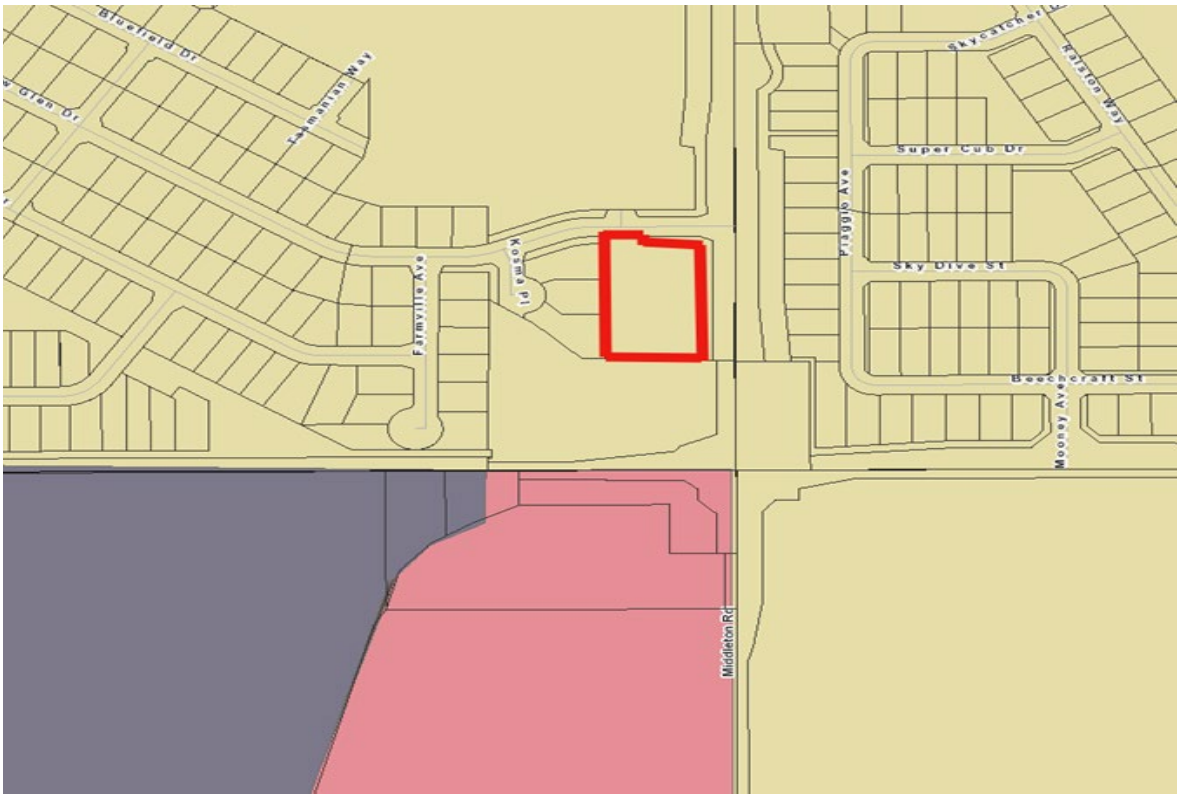
Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	Shadow Glen - 257 Single Family lots
2	Masterson Ranch - 175 Residential lots
3	Mason Creek Grove - 114 Single Family lots
4	Mason Creek Landing - 311 Single Family lots and 21 Fourplex lots
5	Valencia Village - 240 apartments, 94 townhomes lots, 26 Single Family lots
6	Escalon Park - 9 Commercial Lots, 240 Single Family lots, 192 Multi-Family lots
7	Highline Building #1 - Corey Barton Truss Plant 1 industrial building
8	Mason Creek Commercial – 10 Commercial lots

I. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map

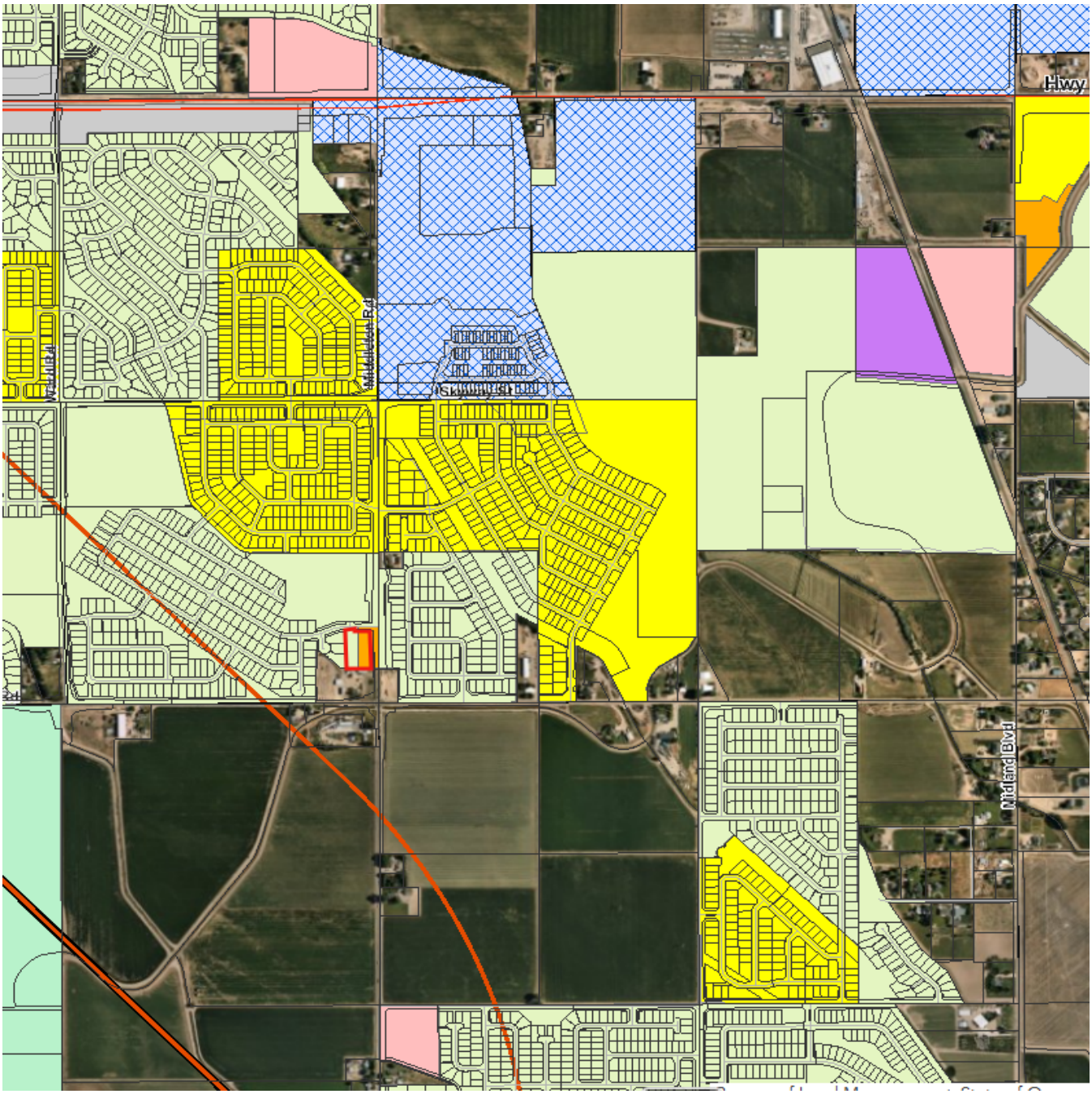
The Comprehensive Plan Land Use Map depicts the subject site **(outlined in red).** The subject site is designated within the future land use map as Neighborhood 2. Surrounding parcels to the north, south, east and west are also designated as Neighborhood 2.

The current comp plan designation supports the existing and requested zoning designation of C-1 (Neighborhood Commercial). Neighborhood 2 is the most prevalent place type and covers areas between major centers. These areas should develop to be highly connected and allow for a variety of housing options. In general, less dense housing is found in areas further from major roadways and increases in density closer to major roads. Commercial services are low to medium intensity and are generally only found at major intersections of arterial and major collector roads but should be highly accessible to surrounding residential areas. Commercial services are low to medium intensity and are generally only found at major intersections of arterial or collector roads. No comp plan amendment is needed.

Staff Comment: *Staff finds the overall proposed development plan is generally consistent with the goals and policies from the adopted Comprehensive Plan as listed in Table 1 below, based on the known factors at the time of publication of this staff report:*

TABLE 1: CONSISTENT COMPREHENSIVE PLAN GOALS AND POLICIES	
CHAPTER 3: CONNECTED COMMUNITY	
Policy 3.1	Develop consistent streetscapes along corridors, with distinct landscaping, signage, or similar placemaking elements.
Policy 3.3	Facilitate improvements and intensification of activity along major commercial corridors with mixed-use development oriented toward the corridor.
Policy 6.3	Ensure that street, parking, and driveway designs are adequately sized to accommodate the turning radius of public safety equipment.
CHAPTER 4: VISION FOR VIBRANT GATHERING SPACES	
Policy 1.1	Support development that provides a range of experiences and activities that are welcoming and inclusive to all demographics, including families, seniors, youth, and individuals with disabilities.
CHAPTER 5: WHERE RIVERS, PARKS & AGRICULTURE MEET	
Policy 2.2	Meet or exceed water quality runoff and stormwater best practice standards.
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Policy 2.4	Encourage neighborhood-serving services and retail businesses near residential neighborhoods to provide convenient access to daily needs.
CHAPTER 7: INTENTIONAL AND DISTICT CENTERS	
Policy 2.1	Expand daily services and retail opportunities for residents adjacent to neighborhoods.
Policy 3.2	Encourage developments with a mix of uses, amenities, and activities that balance commercial and residential needs.
Policy 3.3	Focus commercial development along corridors and at gateways to leverage access to public transit and local and regional vehicle trips.
Policy 3.5	Support and assist Caldwell's small business and local entrepreneurs.
Policy 4.3	Ensure an adequate inventory of commercial and industrial property for new and growing businesses.
Policy 6.1	Provide for the orderly expansion of public services and infrastructure to match population growth and serve new development.

II. STAFF REVIEW AND ANALYSIS – ZONING MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Zoning Map

R-S-1 Semi-Rural Residential-1	C-1 Neighborhood Commercial	I-P Industrial and Business Park
R-S-2 Semi-Rural Residential-2	C-2 Community Commercial	M-1 General Industrial
R-1 Neighborhood Residential	C-3 General Commercial	M-2 Heavy Industrial
R-2 Community Residential	C-4 Service Commercial	A-D Airport District
R-3 Urban Residential	C-C Downtown Central Business	M-C Mixed-Use / Regional Comm.
H-D Healthcare District	Downtown City Center	T-N Downtown Transition Neighborhood
Public District	C-D College District	

The proposed zoning from R-1 (Neighborhood Residential) to C-1 (Neighborhood Commercial) is compliant with the current comprehensive plan place type of Neighborhood 2.

According to Caldwell City Code, the purpose of the C-1 (Neighborhood Commercial) zone is to provide areas by zoning procedures in accordance with the comprehensive plan that accommodate small-scale, low-intensity retail, restaurant, office, and service-oriented businesses that serve the day-to-day needs of nearby residential neighborhoods.

Staff Comment: *The applicant is proposing to re-plat the approved commercial portion (parcel R3431920700) of Shadow Glen Subdivision SUB-20P-09 that was approved November 16,2020. The subdivision was approved with one (1) commercial parcel, the applicant would like to re-plat the commercial parcel from one (1) parcel into four (4) parcels and correct the split zoning. In 2020 Shadow Glen Subdivision submitted for a re-plat for the remaining portions of Copper Creek Subdivision, including the commercial portion. At that time, the dimensions of the commercial parcel increased but the zoning boundary for commercial was not increased which has created the current situation of a split zoned parcel. The parcel (R3431920700) needs to come into compliance by correcting the zoning. Staff finds that the division of the parcels allows for and encourages neighborhood-serving services and retail businesses near residential neighborhoods to provide convenient access to daily needs.*

III. STAFF REVIEW AND ANALYSIS – PRELIMINARY PLAT AND DEVELOPMENT PLAN

The project proposes to re-plat the commercial parcel of Shadow Glen from one (1) parcel into four (4) commercial parcels and rezone the parcel to correct the split zoning and provide additional opportunities for neighborhood serving commercial uses nearby the Shadow Glen residential subdivision.

Detailed Breakdown of Phasing and Types of Land Uses:

A detailed breakdown of the phasing and types of land uses for the proposed project are as follows:

Phased Development?	☐ Yes ☒ **No**	**How Many Phases?**	**n/a**
Non-Residential Type	**# of Lots**	**# of Buildings**	**# of Tenant Spaces**
Commercial	4	4	TBD

Dimensional Standards Analysis:

The Caldwell City Code provides bulk zoning standards for regulating the size, height, and setback requirements for buildings and structures within a particular zoning district; along with standards for lot size, spatial arrangements, and massing and scaling.

The following are the required bulk requirements and dimensional standards for the **C-1 zone** in accordance with Caldwell City Code, and the dimensions proposed by the subject development:

Minimum Lot Size	**Required**	**Proposed**
Interior Lot Area (sq. ft.)	0	15,888 to 17,193
Corner Lot Area (sq. ft.)	0	None
Minimum Lot Width / Frontage (ft.)	0	76 to 98

Setbacks	**Required**	**Proposed**
Front Yard Setback, Minimum (ft.)	10	TBD
Front Yard Setback, Maximum (ft.)	None	TBD
Interior Side Yard Setback (ft.) (Minimum)	5	TBD
Street Side Yard Setback (ft.) (Minimum)	15	TBD
Rear Yard Setback (ft.) (Minimum)	20	TBD

Scale and Massing	Required	Proposed
Maximum Building Height (ft.) *	30	TBD

*** Regardless of the zoning district, if a new mixed-use, multi-family, or non-residential structure is being built immediately adjacent to a single-family residence, the maximum height of the new structure shall be 30' unless allowed to exceed such maximum height by special use permit approval. For the purposes of this requirement, immediately adjacent to shall mean within one hundred fifty (150) feet, as measured from structure to structure.**

Staff Comments:
Building Elevation and Design Work will be reviewed at design review submittal. The Design of buildings is not being reviewed with the Subdivision Plat or Rezone application. Elevations submitted with the application are not the proposed design.

CCC 10-02-05 Off-Street Parking Standards:

The Caldwell City Code has provisions addressing the minimum and maximum number of off-street parking spaces accessory to designated uses, shared parking lots, off-street loading, parking lot lighting, and bicycle parking.

The following provides an overview of the parking, loading, and bicycle parking requirements for the proposed land uses, and the amount proposed by the subject development:

COMMERCIAL		
Off-Street Parking Spaces	**Required**	**Proposed**
Off-Street Parking Spaces (Minimum)	Based on uses – TBD	Based on uses – TBD
Off-Street Parking Spaces (Maximum)	Based on uses – TBD	
ADA Accessible Parking Spaces	**Required**	**Proposed**
ADA Accessible Parking Spaces (Minimum)	Shall meet state and federal requirements	Based on uses – TBD
Bicycle Parking Spaces	**Required**	**Proposed**
Bicycle Parking Spaces	TBD	Based on uses – TBD

Staff Comments: *The project will be reviewed for compliance with all parking requirements at time of design review submittal.*

Public Services, Utilities, and Facilities:

Sewer & Water: All utilities are available or will be available as outlined in the City of Caldwell Engineering staff report memo.

Irrigation Applicant is required to provide pressurized irrigation throughout the project in accordance with Caldwell City Code. The subject site is located within the Caldwell Municipal Irrigation boundary. Any issues related to access to a pressurized irrigation system will be addressed in the City of Caldwell Engineering staff report memo.

Stormwater: The applicant proposes retaining storm water on site, per City Code.

Schools: The subject site is located within the Vallivue School District. No comments received.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately six (6) miles away from the furthest point of the development.

Fire: Emergency fire services are provided by the City of Caldwell Fire. The nearest fire station is Station #3 and is approximately one point four (1.4) miles from the development.

Staff Comments: *Staff finds all utilities are available or will be available as outlined in the Engineering staff report/ memo. Utilities are required to be designed and constructed in accordance with the City of Caldwell requirements for municipal facilities. All other public services and facilities are or will be provided to serve the site and any proposed land uses based upon the letters received from partner agencies.*

Transportation and Connectivity:

Street Frontage: The proposed commercial subdivision has approximately 67.5 feet of frontage along Shadow Glen Drive and 326.2 feet of frontage on Middleton Road, both existing public roadways. Shadow Glen Drive is along the north boundary and Middleton Road is along the east boundary. All street frontages are to be improved with curb, gutter, sidewalk, and landscaping where none currently exists.

Street Classifications: Shadow Glen Drive – Local Road; Middleton Road – Principal Arterial

Proposed Site Access: The development is proposing to build a full access point to Shadow Glen Drive to the north. A Cross Access Easement Agreement will be required to be placed as a note on the plat, to allow access for the internal parcels. Access to individual lots is proposed via Shadow Glen Drive. No direct access is offered nor allowed to Middleton Road.

Traffic Impact Study (TIS): Not required.

Landscaping:

The Caldwell City Code specifies requirements for landscape street buffers, and land use buffers.

The following provides an overview of the city code requirements, and the proposal presented by the subject development:

Street Landscape Buffers	**Min. Required**	**Proposed**
Shadow Glen Drive – Local (157 LF):		
Buffer Width:	15’ wide	20’
Sidewalk:	5’ wide	5’ existing
Berms:	Not required	None
Class I tree:	One per 25 LF No more than 50% of the trees	0
Class II tree:	One per 35 LF	7
Shrubs:	One per 4 LF 157’/4 = 39 shrubs	47
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	Mixture of sod lawn, Black and Tan Mini rock mulch
Boulders:	0	0

Middleton Road –Principal Arterial (330 LF):	**Min. Required**	**Proposed**
Buffer Width:	25’ wide	25’ wide
Sidewalk:	5’ wide detached or	Conditioned to comply

	7’ attached	
Berms:	2’ – 8’	2’-5’
Class I tree:	One per 25 LF No more than 50% of the trees	4
Class II tree:	One per 35 LF	6
Shrubs:	One per 4 LF 333’/4 = 83 shrubs	83
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	Mixture of sod/lawn, black and ban mini rock mulch
Boulders:	May be required at time of Design Review	

Buffers Between Land Uses:	**Min. Required**	**Proposed**
Commercial to Residential Uses:	20’	20’
Tree Requirement West Buffer:	Class I & II trees that touch within 5 years of planting (to be depicted on landscape plans)	8 Class II trees 4 Evergreen trees
Tree Requirement South Buffer:	Class I & II trees that touch within 5 years of planting (to be depicted on landscape plans)	5 Class II trees 2 Evergreen trees
Shrub Density West Buffer:	One per 3 LF = 110 shrubs	110 shrubs Mixture of 5 Gallon and 2 Gallon Shrubs
Shrub Density South Buffer	One per 3 LF = 75 shrubs	75 shrubs Mixture of 5 Gallon and 2 Gallon Shrubs

Parking Lot Landscaping:	**Min. Required**	**Proposed**
Parking Islands:	Every 12 spaces	Every 11 spaces or less
Planter Island Width:	8’ width for Class I trees 10’ width for Class II trees	6’
Planter Island Length:	At least equal length to the adjacent parking spaces	19’6”
Class 1 or 2 Trees (min. 2” caliper):	Min. of 1 for a single row Min. 2 for a double row	4 Class II Trees
Plantings:	A combination of low shrubs, flowers, native grasses or other vegetative groundcover. If island is less than 6’ wide, turf grass is prohibited. If island is greater than 6’, turf grass shall never exceed more than 50% of the planter area. Compliance with 10-02-09-8 is required.	Mixture of 5 Gallon and 2 Gallon Shrubs, Decorative Grasses with Black and Tan Mini rock mulch

Perimeter Parking Lot Landscaping:		
Minimum Buffer Width:	N/A – included in the Buffers between Uses.	N/A – included in the Buffers between Uses.
Class 1 or 2 Trees (min. 2" caliper):	N/A – included in the Buffers between Uses.	N/A – included in the Buffers between Uses.
Shrubs:	N/A – included in the Buffers between Uses.	N/A – included in the Buffers between Uses.
Other Groundcover Required:	N/A – included in the Buffers between Uses.	N/A – included in the Buffers between Uses.

Building Façade Landscaping:	Min. Required	Proposed
Planter Width:	3' wide in all areas that will not impede pedestrian access	10' wide planter width
Shrubs and Grasses:	One per 3 LF of foundation	Twenty (20) Two (2) gallon shrubs Twelve (12) One (1) gallon shrubs
Groundcover:	Additional groundcover plants shall cover the remainder of the landscaped area	Black and Tan Mini rock mulch

Staff Comments (Landscaping, & Buffers): *Staff finds no concerns with the landscape plan as submitted. It meets the current code except for boulders along Middleton Road but that will be addressed at Design Review submittal.*

Fencing and Screening:

Any trash enclosures for the non-residential lots will be required to be completely screened with landscaping/fencing in accordance with the City Code.

Any ground mechanical units shall be screened with landscaping/fencing in accordance with the City Code.

IV. STAFF REVIEW AND ANALYSIS – AREAS OF SPECIAL CONCERN

Staff Comments: *Staff has no concerns with the request to re-plat the existing commercial portion of Shadow Glen Subdivision. This will allow the developer to sell each of the commercial parcels to different owners.*

II. PUBLIC HEARINGS

1. **HEARING EXAMINER PUBLIC HEARING**

A public hearing on the requests was held before the Hearing Examiner on 3/24/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The Commission reviewed and considered all records, evidence, testimony, and facts presented, prior to making a recommendation for APPROVAL to be forwarded to City Council.

2. **CITY COUNCIL PUBLIC HEARING**

A public hearing on the subject applications was held before the City Council on 4/20/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The City Council reviewed and considered all records, evidence, testimony, facts presented, and recommendations in making their decision.

Based upon compliance with the conditions noted herein, the City Council found and concluded the following:

THE FINDINGS BELOW ARE WRITTEN IN BOTH APPROVAL AND DENIAL.

THE CITY COUNCIL WILL DECIDE IF THE INDIVIDUAL APPLICATIONS ARE COMPLIANT WITH THE CORRESPONDING CRITERIA AS LISTED BELOW.

NOTE: *The findings will be updated prior to signature to represent the decision made at the hearing.*

Zoning Ordinance MAP Amendment

REQUIRED APPROVAL CRITERIA		
The City of Caldwell 2040 Comprehensive Plan, Caldwell City Code Sections 10-01-05: Official Zoning Maps and the Comprehensive Plan, 10-01-07: Zoning Upon Annexation, and 10-03-02: Zoning Ordinance Text and Map Amendments - Rezones outlines the approval criteria pertinent to zoning ordinance text and/or map amendments. **The city council, prior to approving any ordinance map amendment request, shall find and conclude the requests have met the criteria identified below.**		
Criteria	**Findings and Conclusion**	
	Compliant	**Not Compliant**
The request has met compliance with all public notice and hearing requirements of the City Code and Idaho Code.		

The proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies. If the request is not in accordance with the adopted comprehensive plan, the request for amendment shall not take place until after the comprehensive plan has been amended under notice and hearing procedures provided in this chapter and within section 67-6509, Idaho Code.		
The proposed map amendment is consistent with the purpose statement of the proposed zoning district.		
The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood, or has proposed efforts to mitigate or minimize such adverse impacts		
The information provided from the agencies having jurisdiction over the public facilities needed for this site indicate that adequate public facilities exist, or are expected to be provided, to serve all uses allowed on this property under the proposed zone.		

Preliminary Plat

REQUIRED APPROVAL CRITERIA		
Caldwell City Code Section 11-02-03 (1) E2 (A) through (1) E2 (E) outlines the criteria for approving a preliminary plat. **The city council, prior to approving any Preliminary Plat request, shall find and conclude the requests have met the criteria identified below.**		
Criteria	**Findings and Conclusion**	
	Compliant	**Not Compliant**
The plat is in compliance with "city code"?		
The plat is consistent with the city comprehensive plan		
Public services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision?		
The plat is consistent with the city transportation master plan?		
The subdivision preserves natural, scenic or historic features, if applicable of the site it is being developed on?		

III. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.
2. Adequate notice of the public hearing was provided, pursuant to Section 67-6512, Idaho Code and Chapter 10, Article 3, Section 10-03-12 of Caldwell City Code.
3. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law, and Decision.
4. The Planning and Zoning Commission and Hearing Examiner are authorized to recommend approval, recommend approval with conditions, recommend approval with modifications, or recommend denial of specific land use applications in accordance with Section 10-01-02 (3) of Caldwell City Code.
5. The Planning and Zoning Commission and Hearing Examiner are authorized to approve, approve with conditions, approve with modifications, or deny special use permits and planned unit development requests, when said planned unit development requests are not part of a preliminary plat, in accordance with Section 10-01-02(3) of Caldwell City Code.
6. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, the Caldwell Comprehensive Plan, and approval criteria as specified within Caldwell City Code in making their findings and decision.

IV. DECISION

NOTE: *THIS SECTION WILL BE MODIFIED PRIOR TO FINAL SIGNATURE TO REPRESENT THE ACTION OF THE DECIDING BODY*

Approval Decision Language

THEREFORE, the Caldwell City Council, hereby **approves** the request for a Zoning Map Amendment and Preliminary Plat for Shadow Glen Commercial Subdivision;

OR

Denial Decision Language

THEREFORE, the Caldwell City Council, hereby **Denies** the request for a Zoning Map Amendment and Preliminary Plat for Shadow Glen Commercial Subdivision because**….*deciding body must state the reasons for denial***

V. CONDITIONS OF APPROVAL

(This section is only applicable to approval decisions)

NOTE: Any conditions removed by the governing body will be shown in strikethrough. Any conditions added by the governing body will be shown underlined

A. Site Specific Requirements:

1. Future development of the subject site shall be substantially consistent with the approved preliminary plat, landscape plan, conditions herein and generally consistent with the approved concept plan and concept building elevations.
2. Prior to City Council, the applicant shall add a plat note proving Cross Access Easement Agreement to allow parcels 2, 3, and 4 access through parcel 1.
3. Building Design, Parking, and Landscaping will require Design Review approval prior to Building Permit and Business License submittal.
4. Signage is not part of this application and will be reviewed at time of Sign Permit submittal.

B. General Requirements:

1. Development of the subject property shall be in conformance with all municipal codes, policies, standards, and regulations of the City of Caldwell, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. **NOTE:** *Failure to identify a code violation during the review of the plans DOES NOT give the applicant the right or permission to violate any codes, policies, standards and/or regulations.*
2. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
3. Any nuisances existing on the property (weeds, trash, debris, etc) shall be resolved and in compliance with city codes prior to the approval of any construction drawings and/or issuance of building permits.
4. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require the submission of an application for modification and approval of that application prior to commencing any change.
5. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this application or not.
6. Fencing: Fencing must comply with Caldwell City Code Section 10-02-07.
7. Approval: This approval is for the application(s) specified herein only. Additional permits, licenses and approvals may be necessary.
8. Solid Waste Disposal: All solid waste receptacles utilized during development and/or construction shall be provided by the same company with which the City of Caldwell has an exclusive contract.
9. Business Licensing: All businesses operating within the corporate limits of the city shall obtain a business permit license prior to commencing business operations.

C. Site Design and Development Standards:

1. General: All new construction shall comply with the current bulk and dimensional standards schedule in effect at the time the building permit is filed, excluding any deviations/modifications approved through a planned unit development, special use permit, and/or development agreement.
2. Concept Site Plan: The concept site plan **(Exhibit 1)** represents the Owner's current concept for completion of the Project. As the site layout evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed

changes in the Concept Plan and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the site plan must be submitted to the City for review and approval prior to development.

3. Building Elevations: The building elevations **(Exhibit 1)** represent the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, and surrounding landscaping for the project. As the building design evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the elevations presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the building elevations must be submitted to the City for review and approval prior to construction of such.

4. Stormwater: Strict adherence to the "Caldwell Stormwater Management Manual", as adopted by the city council as well as any subsequent adopted updates, is required. **NOTE:** Any *modifications necessary to the original approved stormwater design where additional stormwater retention or detention facilities are required, or where the approved retention and detention facilities are required to be expanded, still requires adherence to the requirements for minimum open space, landscape buffers, lot sizes and setbacks.*

D. Fire Department Conditions of Approval:

1. Comply with all requirements of the City Fire Department as specified in their memo / email dated 3/2/2026 and shown in **Exhibit 2**. In addition, all fire code requirements for the following must be strictly adhered to:
   a. Access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.
   b. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place (by phase) at the time of submittal of applicable construction drawings for each phase.

E. Engineering Department Conditions of Approval:

1. Comply with all requirements of the City Engineering Department as specified in their memo dated 3/4/2026 and shown in **Exhibit 2.**
2. Comply with all requirements of the City Mapping Department as specified in their memo / email dated 11/26/2025 and shown in **Exhibit 2.**

F. Landscaping Specific Requirements:

1. Compliance: The applicant shall comply with all landscaping requirements based on Caldwell City Code.
2. Landscape Plan: The Landscape Plan **(Exhibit 1)** represents the approved landscape plan. Any changes to the landscape plan must be submitted to the City for review and approval prior to installation.
3. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as required by the City.
4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner.
5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.

6. Parking Lot Landscaping: Linear grouping of parking spaces shall not exceed twelve (12) in a row, without the installation of an interior landscape planter island. All off-street parking lots/parking areas, drive aisles, and other vehicular use areas shall install a perimeter landscape buffer along the property line and/or project boundary. Class 3 trees are prohibited in the interior planter islands and all parking lot landscaping shall comply with 10-02-09-8.

7. Street Landscape Buffers: The street landscape buffers shall comply with CCC 10-02-09-5 and shall contain a mixture of trees, shrubs, lawn, vegetative and nonvegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

TYPE	**MINIMUM (at planting)**
Evergreen trees	6-foot height minimum
Ornamental trees	2-inch caliper minimum
Shade trees	2-inch caliper minimum
Shrubs & Perennials	10” height and/or spread minimum, depending on plant species

G. Subdivision Specific Requirements:

1. Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.

2. Subdivision Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.

3. Plat Expirations:

    a. Final plats must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat;

    b. Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat. For phased subdivisions, see 11-02-02 (1).

4. Final Plat Submission: Final plat applications shall be submitted to the planning and zoning department at the same time as the application for review of construction drawings has been submitted to the engineering department.

5. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat, and provided that "city code", as herein defined, and any

subsequent amendments as adopted by the city before, during or after preliminary plat approval, is followed in all design, engineering plans, construction and final plats for all phases, with the exception of lot sizes, lot dimensions, setbacks, number of lots and any exceptions approved at the time of preliminary platting, which shall remain as indicated in the preliminary plat order of decision and/or development agreement.

6. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a "Subdivision Name Change Request", and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.

    a. *Subdivision Name Change Requests; Prior to Final Plat Submission:* If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

    b. *Name Change Requests; Prior to Final Plat Recording:* If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

    c. *Name Change Requests; After Final Plat Recording:* If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as "insert the new approved subdivision name", shall be recorded at the county recorder's office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

7. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan: No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

STANDARD LANGUAGE FOR DENIAL DECISION

(This section is applicable to all denial decisions except for OWNER CONSENTED ANNEXATIONS)

See below for language on owner consented annexations.

A. Request For Reconsideration By Affected Persons: On any application brought before the city council affecting the use, occupancy or development of real property, including, but not limited to, those matters governed by the Idaho Local Land Use Planning Act, found at Idaho Code section 67-6501 et seq., or the Caldwell Zoning Ordinance, found in this title, a party may request that the city council reconsider a decision pursuant to the terms of this section. Decisions and recommendations of the planning and zoning commission are not subject to reconsideration but may be appealed to the city council as provided in this title.

1. As required by Idaho Code section 67-6535(2)(b), any applicant or affected person who wishes to seek judicial review of compliance with the provisions of Idaho Code section 67-6535, must first seek reconsideration of the final decision within fourteen (14) days.

2. Such written request must be delivered to the city clerk within that time frame and must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards.

3. The city council shall review the petition for reconsideration at a regular meeting and decide whether to reconsider the matter.

4. The city council may consider its decision only if it finds any of the following:

    a) There was a clerical error in the decision;

    b) The decision resulted from fraud or mistake;

    c) There is new evidence for the record or a change in circumstances;

    d) There was a procedural error;

    e) The council previously rejected the application by a tie vote; or

    f) The decision was made in violation of substantive law.

5. If the city council chooses to reconsider the final decision, the city council shall provide the applicant or affected person a written decision on such action. If the city council grants reconsideration in whole or in part, a hearing before the city council will be scheduled to address the specific deficiencies identified by the applicant or affected person, which shall be conducted pursuant to the public notice procedures set forth in this section. The issues examined upon reconsideration shall be limited to issues raised by the petition for reconsideration and the record previously established, as well as the applicable law. The cost of all required notices shall be borne by the party(ies) seeking reconsideration of the decision and paid in advance.

6. Following the hearing on the reconsideration, the city council may affirm, reverse, or modify, in whole or in part, its' prior decision and shall provide a written decision to the applicant and the affected person(s) within sixty (60) days of receipt of the request for reconsideration. If the city council fails to timely decide, the request for reconsideration is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

7. Once the council has reconsidered any of its decisions relating to a given application, as set forth hereinabove, it may not entertain any additional or subsequent request for reconsideration, whether by the same or any other interested party.

8. A failure to request reconsideration is a failure of the applicant or affected party to exhaust administrative remedies.

These Findings of Fact, Conclusions of Law and Decision are approved and adopted by the Caldwell City Council on this 20th day of April 2026.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kritina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s)
- Project Narrative
- Vicinity Map
- Site Plan
- Subdivision Plat
- Landscape Plan
- Building Elevations – examples only–elevations submitted are not the design plans for this location
- Neighborhood Meeting Letter
- Neighborhood Meeting Mailing List
- Neighborhood Meeting Sign-In Sheet

Exhibit 2: City Department Conditions of Approval and Comments

- City of Caldwell Engineering Department
- City of Caldwell Fire Department
- City of Caldwell Mapping Department
- City of Caldwell Police Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Idaho Department of Transportation

Exhibit 4: Minutes of the Hearing Examiner Hearing

EXHIBIT 1:

APPLICATION DOCUMENTS

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division
Caldwell City Hall: 205 S 6th Avenue | Mail: PO Box 1179 Caldwell, ID 83606 | Phone: 208-455-3024
https://www.cityofcaldwell.org/Departments/Community-Development/Building-Safety-Division
Robin Collins, PCED, CBO | Community Development Director & Building Official

Master Land Use Application

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided, prescreening passed, and fees paid for an application to be considered complete and accepted.

Hearing dates and codes utilized for review are based on the date is "complete and accepted".

Failure to submit all requested items (in legible form) may delay the processing of your application.

APPLICATION LEGEND:

* = Public hearing(s) required
** = May require public hearing
*** = City Council consent agenda
All others are considered Administrative Staff Level Reviews

I. Application Requests (check all that apply)

- ☐ Admin Director Determination
- ☐ Administrative Development Review[2]
- ☐ Alternative Method of Compliance
- ☐ Annexation w/Zoning*
- ☐ Business License (Permit)
- ☐ Certificate of Appropriateness*
- ☐ Comprehensive Plan (Map) Amendment*
- ☐ Comprehensive Plan (Text) Amendment*
- ☐ Deannexation*
- ☐ Design Review**
- ☐ Development Agreement (New)*
- ☐ Development Agreement (Modification)**
- ☐ Development Agreement (Termination)*
- ☐ Home Occupation Permit (New)
- ☐ Home Occupation Permit (Renewal)
- ☐ Lot Line / Boundary Line Adjustment
- ☐ Lot Split (Administrative)
- ☐ Lot Split (Simple)
- ☐ Manufactured Home Community*
- ☐ Mobile Food Unit (Individual)
- ☐ Mobile Food Unit Park / Court
- ☐ Modification to Conditions of Approval**
- ☐ Outdoor Dining Permit
- ☐ Parcel Consolidation
- ☐ Performance Bonding
- ☐ Planned Unit Development (New)*
- ☐ Planned Unit Development (Modification)**
- ☐ Public Art / Mural
- ☐ Rezone* (Zoning Map Amendment)
- ☐ Signs[1]
- ☐ Special Use Permit (New)*
- ☐ Special Use Permit (Modification)**
- ☑ Subdivision (Prelim) Plat*
- ☐ Subdivision (Final) Plat***
- ☐ Subdivision (Short) Plat*
- ☐ Subdivision Plat Modification**
- ☐ Subdivision Plat (Time Extension)
- ☐ Subdivision Plat (Renewal)
- ☐ Temporary Use Permit
- ☐ Traffic Impact Study Review
- ☐ Vacation (Easement)*
- ☐ Vacation (Plat Note) *
- ☐ Vacation (ROW) *
- ☐ Variance*
- ☐ Zoning Ordinance Text Amendment*

Footnotes:

[1]Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.

[2]Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules indicate the requirement for Administrative Development Review.

II. General Project / Site Information

Project or Development Name: *(for business licensing, use business name)*

Shadow Glen Development

Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*

TBD Shadow Glen Dr Caldwell, ID 83605

Suite #s:

Parcel #s:

R3431920700

Total Acres:

1.52

Prior Use of Property:

Agriculture

Proposed Use of Property:

Commercial

Current Zoning of Subject Parcel(s): *(check all that apply)*

- ☐ RS-1
- ☐ RS-2
- ☑ -1
- ☐ R-2
- ☐ R-3
- ☑ C-1
- ☐ C-2
- ☐ C-3
- ☐ C-4
- ☐ H-C
- ☐ M-1
- ☐ M-2
- ☐ I-P
- ☐ D-CC
- ☐ C-CB
- ☐ T-N
- ☐ A-D
- ☐ C-D
- ☐ H-D
- ☐ P-D
- ☐ Property in County

List County Designation:

Proposed Zoning of Subject Parcel(s): *(check all that apply)*

☐ No Change ☑ C-1 ☐ M-1 ☐ D-CC ☐ A-D
☐ RS-1 ☐ C-2 ☐ M-2 ☐ C-CB ☐ C-D
☐ RS-2 ☐ C-3 ☐ I-P ☐ T-N ☐ H-D
☐ R-1 ☐ C-4 ☐ P-D
☐ R-2 ☐ H-C
☐ R-3

Select the Overlay District for the Subject Parcel(s): *(check all that apply)*

☑ Not in Overlay Zone ☐ ED-1 ☐ FP-1 ☐ HD-1 ☐ SO-1 ☐ UD-1
☐ APO-1 ☐ HD-2 ☐ SO-2 ☐ UD-2
☐ APO-2 ☐ HD-3 ☐ SO-3 ☐ UD-3

City of Caldwell Comprehensive Plan Designation of Subject Parcel(s): *(check all that apply)*

☐ Neighborhood 1 ☐ Downtown
☑ Neighborhood 2 ☐ Mixed Use Center
☐ Neighborhood 3 ☐ Community Center
☐ Urban Neighborhood ☐ Special Purpose

Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?

☐ Yes ☑ No

III. Applicant Information

Note: If applicant is an LLC, proof of authorized signer will be required from the Secretary of State.

Name: Jordan Moorhouse

Company Name: *(if applicable)*

Mailing Address: 4660 N. Penngrove Way Ste. 120 Meridian, ID 83646

Phone: 2087617227 **Email:** jordan@moorhouserealestate.com

Email Address: jordan@moorhouserealestate.com

Applicants Relationship to Property Owner:

☐ Property Owner ☑ Authorized Agent/Representative
☐ Purchaser ☐ Petitioner *(vacation requests only)*

IV. Property Owners' Information *(if different from applicant)*

Name: SM4, LLC.

Mailing Address: 3536 W. Ryder Cup Dr. Meridian ID 83646

Phone: 2089081332 **Email:** david@mccarter-moorhouse.com

V. Contractor / Developer Information *(fill out, if applicable)*

Name: David Moorhouse

Company Name: *(if applicable)* McCarter-Moorhouse

Mailing Address: 4660 N. Penngrove Way Ste. 100 Meridian ID 83646

Phone: 2089081332 **Email:** david@mccarter-moorhouse.com

VI. Architect Information *(fill out, if applicable)*

Name: Johnny Steward

Company Name: *(if applicable)* Stewart Architecture

Mailing Address: 13601 W. McMillan Rd Ste 102-259 Boise ID 83713

Phone: 2089855173 **Email:** johnny@stewartarch.com

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name: Steve Petersen

Company Name: *(if applicable)* Mason & Associates Inc.

Mailing Address: 924 3rd Street South Nampa, ID 83651

Phone: 2084540256 **Email:** spetersen@masonandassociates.us

VIII. Landscape Architect Information *(fill out, if applicable)*

Name: Emily Voges

Company Name: *(if applicable)*

Mailing Address: 1889 W Grand Teton Dr. Meridian ID 83646

Phone: 8189835347 **Email:** emily.voges@gmail.com

IX. Applicant Acknowledgement

☑ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application; and

☑ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and

☑ I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and

☑ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

Jordan Moorhouse — 8.13.2025

Applicant / Applicant's Representative Printed Name — Date

Applicant / Applicant's Representative Signature

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SUBDIVISION PRELIMINARY PLAT CHECKLIST

The following items shall be included in any application submittal. Additional information may be required, as indicated in your roundtable (pre-app) meeting or upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION I

SUBMITTAL DOCUMENTS & RELATED PLANS		Applicant	Staff
Master Land Use Application	Copy of completed, signed and dated application	X	
Application Checklist	Copy of completed, signed and dated checklist	X	
Property Owner Acknowledgement	If the signatory of the application is not the owner of the property, a notarized statement (property owner acknowledgement) must be signed by the legal owner of record and submitted with the application	X	
Proof of Property Ownership	Recorded Warranty Deed for the subject property showing proof of ownership, or evidence of property interest to subject property	X	
Legal Description of Property	Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.	X	
Neighborhood Meeting Information	The verification shall include: • A copy of the letter mailed by the applicant *(Min. 15 days prior to meeting)* • A copy of the 500' mailing list indicating all notified owners, residents and associations • A copy of the sign-up sheet from the meeting, with your signature *Note: Neighborhood meetings must have been held within four (4) months of application submission.*	X	
Photographs	Photographs of existing site conditions	X	
Project Narrative	Narrative fully describing the application request(s), the purpose of the development, existing site conditions, and what is being proposed.	X	
Concept Building Elevations	Colored concept elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, and architectural features.	X	
Site Plan (Scaled)	Site plan, drawn to scale, showing location of all property lines, existing and proposed buildings, utilities, setbacks, easements, and streets with street names.	X	
Preliminary Plat	High resolution preliminary plat, to scale. See requirements for plan content in **Section II below**	X	
Landscape Plan	High resolution landscape plan, to scale. See requirements for landscape plan contents in **Section III below**	X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SECTION II

PRELIMINARY PLAT CONTENT		Applicant	Staff
Plans to Scale	All mapped data for the same plat shall be drawn at a scale suitable to ensure the clarity of all lines, bearings and dimensions, said scale typically being one hundred feet to an inch (100' = 1"). Whenever practical, scales shall be adjusted to produce an overall drawing measuring eighteen inches by twenty- four inches (18" x 24"), but not exceeding forty-two inches by sixty inches (42" x 60").	X	
Subdivision Name and Location	The proposed subdivision name and location shall be provided on the plat and shall meet the following: • Said name shall be approved by the City Mapping Department and shall not being a duplicate name of any other recorded subdivision within Canyon County or any of the cities in Canyon County; • Location of subdivision by section, township and range; reference by dimension and bearing to a combination of two (2) section corners, quarter section corners, or recorded monuments. (Ord. 3374, 12-6-2021)	X	
Contact Information	Name, address and phone number of property owner(s), subdivider, engineer, planner, and surveyor who prepared the plat, and any other professional persons involved in the subdivision.	X	
Scale, North Arrow, and Plan Preparation Date	Scale, north arrow and date of preparation including dates of any subsequent revisions.	X	
Vicinity Map (Scaled)	Vicinity map drawn to a maximum scale of one inch equals five hundred feet (1" = 500'), clearly showing the proposed subdivision or planned unit development configuration in relationship to, as well as, identifying and showing lot lines and street connections of all adjacent subdivisions, all arterial streets, all collector streets and bodies of water.	X	
Topography	Topography based on NAVD 88 datum shown on the same map as the proposed subdivision layout. Contour lines shown at five foot (5') intervals where land slope is greater than ten percent (10%) and at two foot (2') intervals where land slope is ten percent (10%) or less, referenced to an established bench mark, including location and elevation.	X	
Existing Water	Location of existing water wells and type, streams, canals, irrigation laterals, drainage facilities, private ditches, washes, lakes and other water features; direction of flow; regulatory floodplain and floodway boundaries if any; and location and extent of known areas subject to inundation if any.	X	
Streets and other Important Features	Location, widths and names of all existing streets and location, arrows indicating direction of slopes, type of surface and existence of any curb, gutter and/or sidewalks. Other important features such as railroads, utility rights of way and easements of public record, public areas, permanent structures to remain including water wells, and municipal corporation lines within or adjacent to the tract.	X	
Recorded Subdivisions with Common Boundaries	Name, book, page number and lot line layout of any recorded adjacent subdivision having common boundary with the tract.	X	
Table Schedule *(see attached example)*	Table Schedule of: • Existing zoning classification of the tract with any requested zoning changes. • Total acreage of the entire subdivision • Total number of buildable lots by land use type. • Total number of common lots. • Total gross acreage • Average buildable lot size • Dwelling units per gross acre.	X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PRELIMINARY PLAT CONTENT cont.		Applicant	Staff
Subdivision Boundary	The subdivision boundary with dimensions and bearings shall be based on an actual recorded field survey, performed within six (6) months of the preliminary plat application, and shall include the professional land surveyor stamp. Boundary problems shall be resolved prior to preliminary plat submittal. Stamping of the preliminary plat by the professional land surveyor pertains only to the boundary survey and should be noted as such.	X	
Public dedications of rights of way or easements	Proposed location, width, dimensions and bearings, and use of all proposed easements within the subdivision. All existing easements with location, width, dimensions, bearings, use and instrument numbers. Designation of all land to be dedicated or reserved for public use with purpose indicated.	X	
Names, Addresses, and Tax Parcel Numbers	Names, addresses and tax parcel numbers for all property owners within three hundred feet (300') of the exterior boundary of the subdivision, displayed visually on the plat in the appropriate locations.	X	
Utilities	Storm drains and water supply mains, both proposed and existing, within and immediately adjacent to the subdivision. Approximate location of existing sanitary sewer facilities, manholes, lines, and any other sewer related facilities within and adjacent to the subdivision.	X	
Proposed Street Layout	Proposed street layout, including location, width and proposed names of streets, common driveways, alleys, major pathways, micro pathways and easements; pedestrian and vehicular connections to adjoining properties.	X	
Lot Dimensions	Typical lot dimensions to scale; dimensions of all corner lots and lots of curvilinear sections of streets; each lot and block numbered individually; each lot labeled with its individual lot acreage and square footage.	X	
Land Use and Zoning Classification (Each Area)	If plat includes land for which multi-family, commercial, industrial or mixed use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any.	X	
Special Development Areas	Appropriate information that sufficiently details the proposed subdivision within any special development area, such as: • Hillside • Floodplain	X	
On and Off-Site Improvements	The proposed on and off site improvements including water supply systems, sanitary sewer systems and stormwater drainage.	X	
Access and Approaches	Width, spacing and location of all proposed approaches to the subdivision with type (example: full approach, right in/right out approach) of approach indicated.	X	
Proposed Utility Methods	(A) Sewage Disposal: Such evidence relative to the design flows within the subdivision, and operation of the sanitary sewage facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (B) Water Supply: Such evidence relative to the design, operation, volume and quality of the water supply and facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (C) Stormwater Disposal: Such evidence relative to the design and operation of the stormwater disposal system. A statement as to the type of facilities proposed, and an indication of all areas to be used for treatment/disposal shall appear on the preliminary plat. All stormwater design shall comply with the city's most recent "Stormwater Management Manual" as adopted by council as of the date of preliminary plat application submittal. (D) Irrigation System: A statement describing the proposed irrigation system, consistent with section 10-07-12 of the Caldwell City Code, shall appear on the preliminary plat.	X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PRELIMINARY PLAT CONTENT cont.		Applicant	Staff
Acknowledgement	Note acknowledging that, to the best of the preparer's knowledge, the preliminary plat meets all requirements of city code; or if said plat does not meet all requirements then the plat has been submitted as a planned unit development and any and all requested exceptions have been listed in detail as part of the planned unit development application or it is not a planned unit development but any exceptions as allowed in this chapter have been noted on the preliminary plat and specifically requested as a part of the application.	X	

SECTION III

LANDSCAPE PLAN CONTENT (CCC 10-07-03)		Applicant	Staff
Plan Preparation	Landscaping plans shall be prepared by a landscape architect, a landscape designer or a qualified nursery person; Landscape plans shall be stamped by a licensed landscape architect.	X	
Plan Size	Detailed plan at a scale no smaller than one inch equals fifty feet (1" = 50')	X	
Streets, Setbacks and Easements	Show all streets, setbacks, and easements, Streets shall be identified by name. Dimension and label all right-of-way, setbacks, and easements	X	
Sight Visibility Triangles	Show and label all sign visibility triangles.	X	
Storm Water Facilities and Berms	Show all storm water facilities and berms. Indicate berm heights, slopes and proposed landscaping	X	
Off-Street Parking & Bicycle Parking	• A note listing the required number of parking spaces and bicycle parking spaces. • A note listing the provided number of parking spaces and bicycle parking spaces. The provided number of parking spaces and bicycle parking spaces shall equal or exceed the required number of parking spaces and bicycle parking spaces. • Circulation area required to serve the parking spaces with typical dimensions.	X	
Existing Trees and/or Shrubs	Location of all existing trees and shrubs, and the approximate size and type of any existing trees and shrubs. Indicate by note which trees and/or shrubs will remain, if any.	X	
Existing and Proposed Structures	Location of all existing and proposed structures and a note of whether or not the existing structures will remain	X	
Pathways	Location, width, and type of pathways, along with identification of all required pathway materials and landscaping callouts: • Micro Pathways • Major Pathways • Public Pathways • Regional Pathways • Indian Creek Corridor Pathways (if applicable)	X	
Open Space Exhibit	All open space clearly delineated using colored shading so it is readily identifiable. The open space exhibit shall contain a table identifying: • The percentage and acreage of each individual areas of open space and if the open space is being calculated as qualified open space • The total percentage and acreage of code required open space and qualifying open space in relationship to the gross area of the project • The total percentage and acreage of proposed open space and qualifying open space in relationship to the gross area of the project	X	
Public Amenities	Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc)	X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

LANDSCAPE PLAN CONTENT (CCC 10-07-03)		Applicant	Staff
School Bus Stops	Location of school bus stop areas within a common lot or common easement	X	
Public Transit Stops	Location of any public transit	X	
Street Landscape Buffers	Location and width of all street landscape buffers. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.	X	
Landscape Buffers Between Land Uses	Location and width of all landscape buffers between different land uses. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.	X	
Parking Lot Landscaping	Location and size of all landscape islands within parking lots, Include the location of all landscaping materials proposed	X	
Trash Enclosures	Location of all trash enclosures, to include details about screening and landscaping	X	
Fencing	Location, height, color, and materials for all existing or proposed fencing	X	
Other Landscape Amenities	Provide location, size, type and description of all other landscape improvements such as berms, decorative rock, boulders, etc.	X	
Landscape Schedule	Provide a table listing all of the locations, descriptions, types and numbers of landscaping products to be installed.	X	

SECTION IV

GENERAL PROJECT INFORMATION

Type of land uses within subdivision:	Residential only (Commercial only) Industrial only Mixed-use *(mix of residential and non-residential uses)*
Has your development / subdivision name, street names, and lot and block numbers been approved by the City of Caldwell Mapping Division?	Yes (No) *If yes, have you made any changes or modifications to the previously approved pre-plat approved by Mapping?* Yes (No)
Will the subdivision be phased?	Yes (No) If yes, how many phases are proposed?
Development timeline for full build out?	1 YEAR

LAND USE AND ZONING INFORMATION

	Zoning Designation	Comp Plan Designation	Land Use
Existing (Subject Property)	C-1	C-1	VACANT
Proposed (Subject Property)	C-1	C-1	OFFICE SPACE
North of Site	R-1	R-1	RESIDENTIAL NEIGHBORHOOD
South of Site	AG	C-1	AGRICULTURE / R-1
East of Site	R-1	R-1	RESIDENTIAL NEIGHBORHOOD
West of Site	R-1	R-1	RESIDENTIAL NEIGHBORHOOD

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PROJECT SPECIFIC INFORMATION

	Number of Lots	Acres	Percent of "Net" Acres *Net acreage is the total acreage minus any public streets and public rights of way*
Residential Lots	N/A	N/A	N/A
Commercial Lots	4	1.52	100%
Industrial Lots	N/A	N/A	N/A
Common Lots	N/A	N/A	N/A

EXISTING AND PROPOSED BUILDING DATA

	# of EXISTING buildings	# of PROPOSED buildings	# of EXISTING dwelling units	# of PROPOSED dwelling units	Max. Building Height	Total GROSS square footage of buildings
Residential:	0	0	6	6	0	0
Single-family (detached) homes						
Townhomes						
Two-family *(duplex)*						
Three-family residential *(triplex)*						
Four, five and six family *(fourplex, fiveplex, and sixplex)*						
Multi-family (7 or > dwelling units) in a single building						
Commercial		4	N/A	N/A	30 FT	19,376
Industrial		0	N/A	N/A	0	0
Type of Commercial or Industrial Buildings:		Single-tenant building(s)	Multi-tenant buildings			

DENSITY AND OPEN SPACE (Comprehensive Plan and CCC 10-07-05)

	Max. Allowed	Proposed
Dwelling units per gross acre (Density):		
	% Required	% Proposed
Total Open Space		
	% Required	% Proposed
Total "Qualifying" Open Space		
Included	**NOTE:** *Attach a separate Open Space Exhibit showing all areas of open space highlighted, all areas highlighted and labeled for qualifying open space, and table with breakdown, square footage, percentage and acreage of all open space vs. qualifying open space.*	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PARKING, LOADING AND PEDESTRIAN AMENITIES (CCC 10-02-05)		
Description	**Min. Required**	**Proposed**
Electric vehicle parking spaces	N/A	N/A
Off-street parking spaces		58
Commercial loading spaces	N/A	N/A
Industrial loading spaces	N/A	N/A
Bicycle parking spaces:	9	10
Describe any public transportation facilities that will be provided in accordance with (CCC 10-02-05 B)		
Public Amenities:	***Provide a description of the type of public amenities proposed***:	

LANDSCAPING AND PATHWAYS (CCC Chapter 10, Article 7)	
Landscaping: (*Please check all locations where landscaping will be provided)*	Parking lot ☐ Common areas ☐ Street landscape buffers ☐ Between different land uses ☐ Pathways ☐ Around building exterior ☐ Other _____
Major Pathways	*Describe location, width, and landscaping:*
Micro Pathways	*Describe location, width, and landscaping*
Public Pathways *(per Bicycles and Pathways Master Plan)*	*Describe location, width, landscaping, and any proposed fencing:*

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

STREET LANDSCAPE BUFFERS (CCC 10-07-08)

Location *(Enter Street Name)*	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing *(in feet)*	# of Shrubs Proposed	Min. Shrub Spacing *(in feet)*
MIDDLETON RD.	25	25	20%	10	35	83	4
SHADOW GLEN	20	20	20%	6	35	47	4

BUFFERS BETWEEN LAND USES (CCC 10-07-10)

Location *(If not required, put N/A)*	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing *(in feet)*	# of Shrubs Proposed	Min. Shrub Spacing *(in feet)*
North Property Line							
South Property Line	20	20	0	7	35	75	4
East Property Line							
West Property Line	20	20	0	12	35	110	4

PUBLIC SIDEWALKS

Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk		
MIDDLETON RD.	EXISTING	EXISTING	Meandering	Attached	Detached
SHADOW GLEN DR.	EXISTING	EXISTING	Meandering	Attached	Detached
			Meandering	Attached	Detached
			Meandering	Attached	Detached

UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION

Domestic Water:		Individual Domestic Well – How Many?
		Centralized Public Water System
	X	City Municipal Water System
		N/A
	Nearest Water Line Connection: WEST SIDE OF PROPERTY	
Sewer (Wastewater):		Individual Septic
	X	City Municipal Sewer
		N/A
	Nearest Sewer Line Connection: WEST SIDE OF PROPERTY	
Irrigation:		Surface
		Irrigation Well
	X	Pressurized
		Gravity
		N/A
	Nearest Irrigation Connection: WEST SIDE OF PROPERTY	
	Irrigation District: CALDWELL MUNICIPAL SYSTEM	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Stormwater:		Swales
		Ponds
		Borrow Ditches
		Other, Explain: UNDERGROUND STORM BEDS
Stormwater Management:	Does the site disturb one or more acres of land? Yes (No)	
Fire Suppression Water Supply Source:	FIRE HYDRANT LOCATED ON SHADOW GLEN	
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):	CONCRETE DITCH ON SOUTHERN ADJOINING PROPERTY	
Type of Site Access:	X	Street Frontage
		Easement Easement Width: Instrument #
Street(s) Providing Access:		
Will Secondary Access for Fire be Provided:		Yes
	X	No
Internal Roads:	X	Public
		Private
		Internal Circulation
		Road User's Maintenance Agreement Inst#
School Districts Serving this Location:		Caldwell School District
	X	Vallivue School District

SPECIAL ON-SITE CHARACTERISTICS

	Yes	No	If yes, explain:
Areas of Critical Environmental Concern?		X	
Evidence of Erosion?		X	
Fish Habitat?		X	
Floodplain?		X	
Riparian Vegetation?		X	
Steep Slopes?		X	
Streams/Creeks?		X	
Unique Animal/Plant Life?		X	
Unstable Soils?		X	
Wildlife Habitat?		X	
Historic Buildings or Features?		X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Describe any other unique site characteristics:	

ACKNOWLEDGEMENT	
X	I acknowledge that all items on the checklist are included in the submittal package and that all documents have been submitted as single-sided, high-resolution documents; and
X	I acknowledge that the applicant or the applicant's representative is responsible for the physical posting of all subject sites prior to the public hearings, and for providing affidavit of proof of posting in accordance with Caldwell City Codes; and
X	I acknowledge that the applicant or the applicant's representative IS REQUIRED to attend all public hearings for this application.

I certify this document has been acknowledged, signed and dated by the:

☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

JORDAN MOORHOUSE
Applicant / Applicant's Representative Printed Name

8/21/2025
Date

Applicant / Applicant's Representative Signature

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

REZONE CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Filing Requirements

- [x] All applications, checklists, plans and supporting documents must be submitted through our Online Permit Center.
- [x] Filing fees **(see Section 2 below)**
- [x] PDF Documents shall be formatted in accordance with **Section 5** below.
- [x] All documents shall follow the naming conventions as shown here.

SECTION 2: Filing Fees

Refer to the Department fee list for most current fees.

- [x] Application / Permit fees. Fees will be required to be paid once the application has been submitted and received by the department.

SECTION 3: Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

- [x] ***Master Land Use Application.*** Copy of a completed and signed master land use application.
- [x] ***Application Checklist.*** Copy of a completed and signed application checklist
- [x] ***Copy of Deeds or Proof of Ownership.*** If the owner is a corporation or LLC, proof of the representative or agent for the LLC or corporation will be required.
- [x] ***Property Owner Acknowledgement.*** Signed Property Owner Acknowledgement form (if applicable)
- [x] ***Neighborhood Meeting Information***, including;
  - [x] A copy of the letter sent to all owners, residents and associations within 500' of the property boundary
  - [x] A copy of the 500' mailing list
  - [x] A copy of the sign-in sheet, with your signature for certification

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SURROUNDING LAND USE AND ZONING INFORMATION			
	Existing Zoning Designation	Existing City Comp Plan Designation	Existing Use of Site
North of Subject Site:	R-1	R-1	RESIDENTIAL NEIGHBORHOOD
South of Subject Site:	AG	C-1	AGRICULTURE / R-1
East of Subject Site:	R-1	R-1	RESIDENTIAL NEIGHBORHOOD
West of Subject Site:	R-1	R-1	RESIDENTIAL NEIGHBORHOOD

EXISTING UTILITIES, INFRASTRUCTURE AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	☒	Street Frontage
	☐	Easement Easement Width: Instrument #
Street(s) Providing Access to Site:	SHADOW GLEN DR.	
Existing Domestic Water:	☐	Individual Domestic Well – How Many?
	☐	Centralized Public Water System
	☒	City Municipal Water System
	☐	N/A
	Nearest Water Line Connection: WEST SIDE OF PROPERTY	
Existing Sewer (Wastewater):	☐	Individual Septic
	☒	City Municipal Sewer
	☐	N/A
	Nearest Sewer Line Connection: WEST SIDE OF PROPERTY	
Existing Irrigation:	☐	Surface
	☐	Irrigation Well
	☒	Pressurized
	☐	Gravity
	☐	N/A
	Nearest Irrigation Connection: WEST SIDE OF PROPERTY	
	Irrigation District: CALDWELL MUNICIPAL SYSTEM	
	☐	Caldwell School District

School Districts Serving this Location:	☒	Vallivue School District
	☐	Nampa School District

CRITERIA FOR REZONE REQUEST

Please answer all of the questions below.

Please explain how the proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies? Indicate which goals, objectives and policies it meets.

INSTEAD OF THE SPLIT ZONING FOR THIS ~~PARCEL~~ PARCEL WE BELIEVE A ZONING OF C-1 (NEIGHBORHOOD OFFICE) PROVIDES A NEEDED SPACE FOR PROFESSIONAL OFFICE THAT WILL SERVE THE SURROUNDING COMMUNITY.

Please explain how the proposed map amendment is consistent with the purpose statement of the proposed zoning district as specified in Caldwell City Code.

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

THIS PROPOSED CHANGE IS CONSISTANT WITH THE ZONING DISTRICT THAT OF THE CITY OF CALDWELL INITIALLY INDICATED TO THE PREVIOUS DEVELOPER.

Please explain how the intensity of development in the new zoning district will not create significant adverse impacts to surrounding properties or the neighborhood or explain the impacts and how the impacts are proposed to be mitigated.

WE DON'T BELIEVE THE REZONING WILL HAVE AN ADVERSE IMPACT TO THE SURROUNDING PROPERTIES.

Will adequate public facilities exist, or be provided, to serve all uses allowed on this property under the proposed zone? Please explain.

YES. ALL CODES AND STANDARDS FOR THE PROPOSED ZONE WILL BE FOLLOWED ~~[illegible]~~ PROVIDING A NEED FOR THE COMMUNITY.

SECTION 5: PDF Formatting Requirements

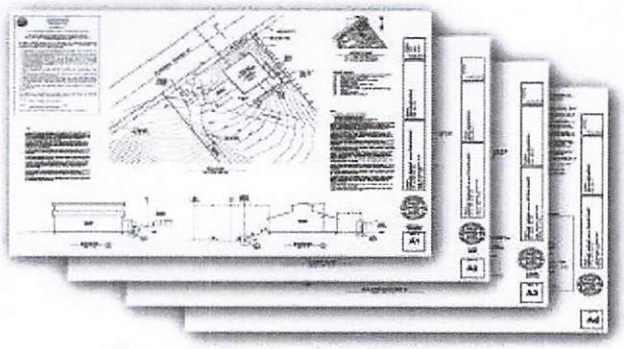
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



plans.pdf (multiple sheets)

✓Correct

Labeling: Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

SECTION 6: Applicant Acknowledgement

☒ I acknowledge that all items on the checklist are included in the submittal package and that all documents have been named accordingly and submitted as single-sided, high-resolution pdf documents; and

☒ I acknowledge that I, the applicant, or my representative is responsible to attend all public hearings; and

☒ I acknowledge that applications are not deemed complete until the application has been submitted, all fees have been paid, and the application has been deemed accepted after completion of the prescreening process. This could impact neighborhood meeting deadlines and scheduling of public hearing dates.

☒ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and

☒ I certify I am the:

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

Jordan Moorhouse
Applicant / Applicant's Representative Printed Name

1/8/2026
Date

Applicant / Applicant's Representative Signature

Application Submittal Cover Sheet
City of Caldwell Planning and Zoning Department

Project Name: Shadow Glen Commercial

Project Address:
TBD Shadow Glen Dr. Caldwell, ID 83605

Applicant / Developer:
McCarter-Moorhouse, LLC.
Jordan Moorhouse
(208) 761-7227
jordan@moorhouserealestate.com
4660 N Penngrove Way. Ste 120
Meridian ID, 83646

Property Owner (if different):
Attn: Dave Moorhouse
SM4, LLC
(208) 908-1332
david@mccarter-moorhouse.com

To whom it may concern,

The applicant is proposing to subdivide and rezone an existing commercial lot, approximately 1.52 acres in size, located at TBD Shadow Glen Dr., into four (4) separate commercial lots. The purpose of this subdivision is to create individual parcels to accommodate commercial office development opportunities while maintaining cohesive site access, shared infrastructure, and consistent site design.

The subject property is currently zoned as a split zoning of residential R-1 and L-O (Neighborhood Commercial) and is currently vacant. We would like to rezone all parcels to L-O (Neighborhood Commercial). The property is bordered by Hayden Homes Shadow Glen residential neighborhood to the west and north. The southern adjoining property is roughly 3.3 acres of agriculture land with a single-family dwelling located on the parcel.

Access to the site will be provided via a shared drive running east and west from Shadow Glen Dr., on the west side of the property. A cross-access easement and cross-parking easement will be established across all four lots to ensure internal vehicular and pedestrian circulation.

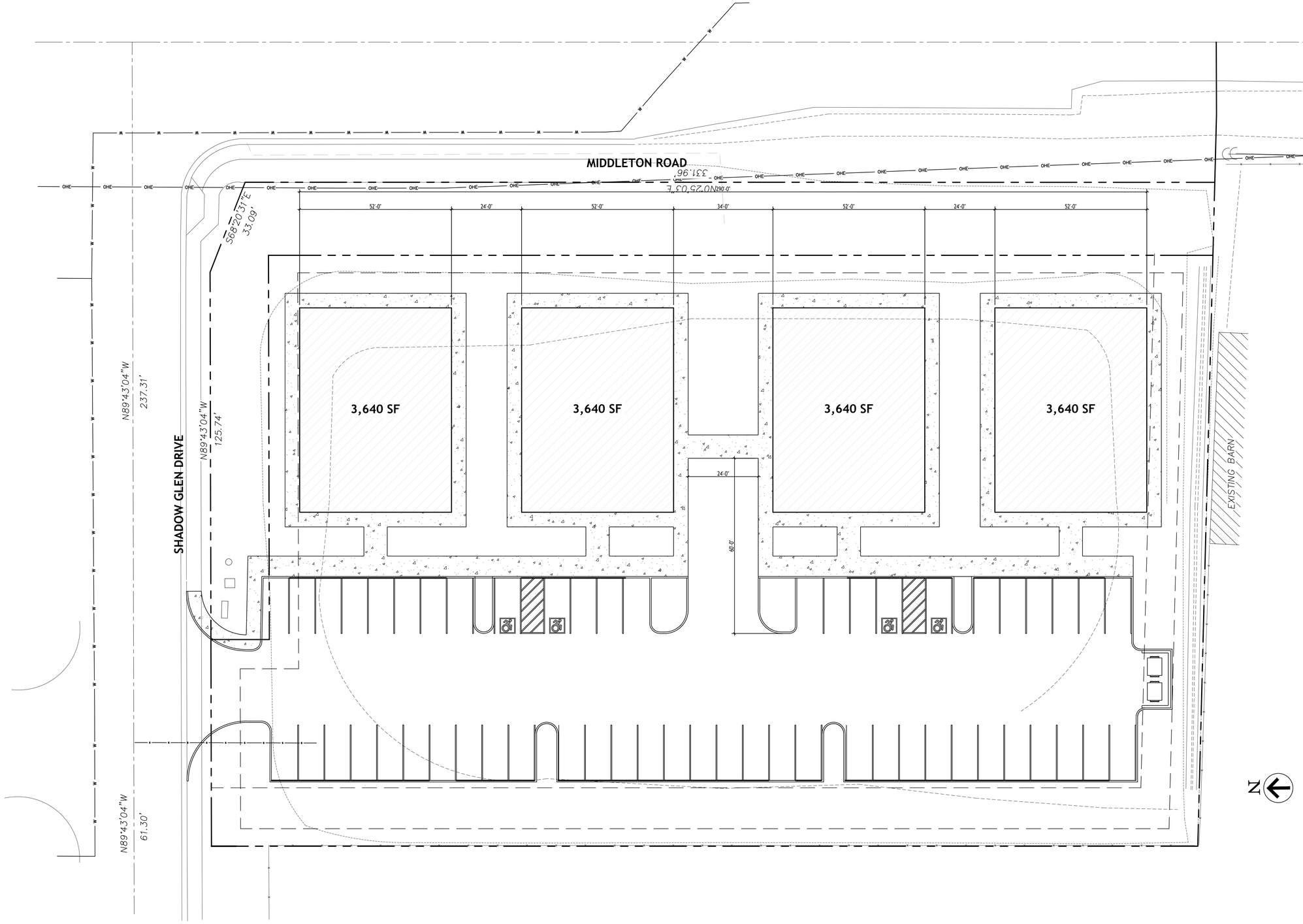
The site currently has access to all needed for public utilities and services. Each newly created lot will have access to these utilities, with easements established as necessary to maintain service continuity across the development.

The proposed subdivision is consistent with the existing zoning and surrounding land uses. The division of this lot will promote commercial development in accordance with the City's Comprehensive Plan, contributing to the economic vitality of the area while preserving access, utility service, and site functionality.

This application respectfully requests approval of the proposed four-lot commercial subdivision. The applicant is committed to working with City staff and other agencies to ensure that the project meets all applicable requirements and contributes positively to the Caldwell community.

Sincerely
Jordan Moorhouse
Applicant Representative


Bluefield Dr
Boltcn Lateral
Load N' Deliver
Ralston Wy
Coeburn Wy
Shadow Gin Dr
Super Cub Dr
Nora Dr
Shadow Gin Dr
Nora Dr
Piaggio Ave
Middleton Rd
Queensland Dr
Beechcraft St
Mooney Ave
Linden Rd
Linden Rd
Linden Rd
Linden Rd
Linden Rd
I Gotcha Covered



1 SITE PLAN
SCALE: 1/16" = 1'-0"

STEWART / ARCHITECTURE

LICENSED ARCHITECT
AR-982020
Jason C. Stewart
STATE OF IDAHO
PRELIMINARY NOT FOR CONSTRUCTION

A SCHEMATIC SITE PLAN FOR SHADOW GLEN DEVEL.

	DATE	REVISION
1	---	---

JOB NO.: 25-004

DATE: 04.18.25

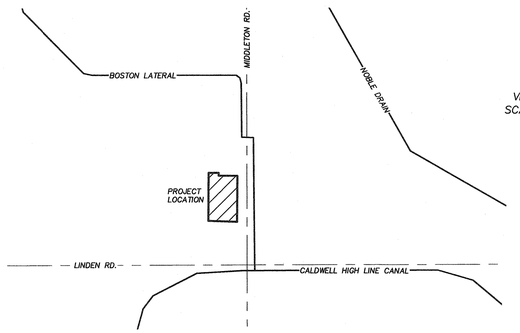
SITE PLAN

SHEET NO.: AS101

SHADOW GLEN COMMERCIAL
PRELIMINARY PLAT

A RE-PLAT OF LOT 2 BLOCK 6 OF SHADOW GLEN SUBDIVISION NO.2
A PART OF THE SE 1/4, SE 1/4, SECTION 30, T. 4N, R. 2W, B.M.
CITY OF CALDWELL, CANYON COUNTY, IDAHO
2025

This Document, and the Concepts, Ideas and Design Incorporated herein are an instrument of professional services and are the Property of Mason and Associates, Inc., therefore they are not to be used in whole or part for any other project without the express Written Authorization of Mason and Associates, Inc.©



VICINITY MAP
SCALE: 1"=500'

PROJECT NARRATIVE

1. CURRENT ZONE NEIGHBORHOOD COMMERCIAL. ZONE WILL NOT CHANGE.

2. NO. OF COMMERCIAL LOTS IS 4
   NO. OF COMMON LOTS IS 0
   TOTAL NUMBER OF LOTS IS 4

3. AREA: ±1.52 ACRES

4. MINIMUM LOT SIZE: 15,888 SQ. FT.

5. TOTAL GROSS ACREAGE: 1.52 ACRES
   AVERAGE BUILDABLE LOT SIZE: 16,567 SQ. FT.
   DWELLING UNITS PER GROSS ACRE: 0.38

6. A PRESSURE IRRIGATION SYSTEM SHALL BE PROVIDED PER CMID SPECIFICATIONS & CITY REQUIREMENTS. PIPING TO BE PLACED IN STREET, TYPICAL. IRRIGATION WATER SUPPLY SYSTEM SHALL BE CONSTRUCTED BY THE APPLICANT AND DEDICATED TO CMID FOR OWNERSHIP, MAINTENANCE AND OPERATIONS, IRRIGATION WATER SHALL BE PROVIDED BY CALDWELL MUNICIPAL SYSTEM.

7. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH CITY OF CALDWELL SPECIAL SUBDIVISION STANDARDS FOR THE APPLICABLE ZONE.

8. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT TO THE TIME OF THE RE-SUBDIVISION.

9. IRRIGATION, DRAINAGE AND PUBLIC UTILITY EASEMENTS TO BE PROVIDED UNLESS OTHERWISE SHOWN
   SUBDIVISION BOUNDARY : 10 FEET
   STREET FRONTAGE : 10 FEET
   REAR LOTS : 10 FEET
   SIDE LOTS : 5 FEET

10. DOMESTIC WATER WILL BE PROVIDED BY CITY OF CALDWELL MUNICIPAL SYSTEM.

11. SANITARY SEWER WILL BE PROVIDED BY CITY OF CALDWELL MUNICIPAL SYSTEM.

12. IMPROVEMENTS SHOULD NOT SIGNIFICANTLY INCREASE STORM WATER RUNOFF. INCREASED RUNOFF WILL BE RETAINED VIA UNDERGROUND STORM BEDS. ALL STORM WATER WILL BE RETAINED ON SITE "PER THE CITY OF CALDWELL STORMWATER MANAGEMENT POLICY".

13. NO SPECIAL FLOOD HAZARD AREAS

14. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF NOT A NUISANCE -- EXCEPTION. NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

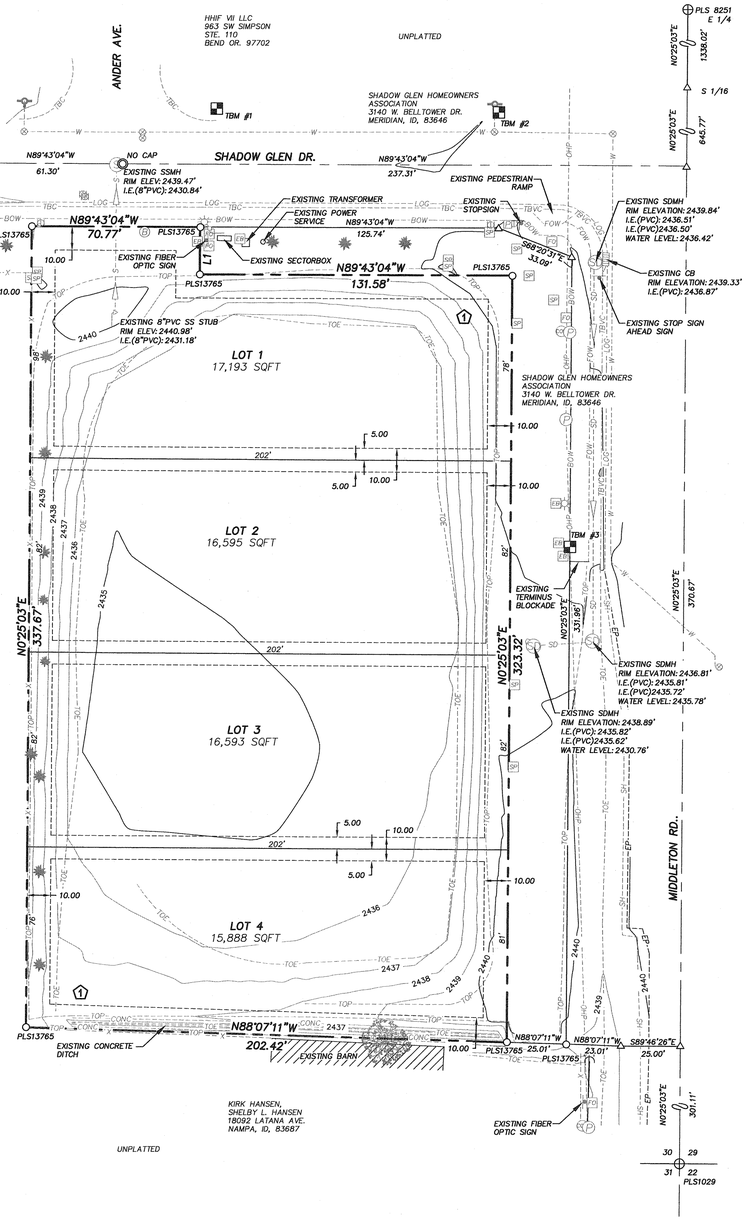
15. ACKNOWLEDGING THAT, TO THE BEST OF THE PREPARER'S KNOWLEDGE, THE PRELIMINARY PLAT MEETS ALL REQUIREMENTS OF CITY CODE; OR IF SAID PLAT DOES NOT MEET ALL REQUIREMENTS THEN THE PLAT HAS BEEN SUBMITTED AS A PLANNED UNIT DEVELOPMENT AND ANY AND ALL REQUESTED EXCEPTIONS HAVE BEEN LISTED IN DETAIL AS PART OF THE PLANNED UNIT DEVELOPMENT APPLICATION OR IT IS NOT A PLANNED UNIT DEVELOPMENT BUT ANY EXCEPTIONS AS ALLOWED IN THIS CHAPTER HAVE BEEN NOTED ON THE PRELIMINARY PLAT AND SPECIFICALLY REQUESTED AS A PART OF THE APPLICATION. (ORD. 2811, 11-2-2009)

OWNER/DEVELOPER

MCCARTER MOORHOUSE
4660 N. PENGROVE WAY, STE 100
MERIDIAN, ID, 83646
(208)-908-1332
DAVID@MCCARTER-MOORHOUSE.COM

ENGINEER/SURVEYOR

MASON & ASSOCIATES, INC.
924 3rd ST. SOUTH
NAMPA, ID 83651
(208) 454-0256



PROJECT BENCHMARKS

TBM #1
CHISELED "X" IN BACK OF SIDEWALK ON THE SOUTHEAST POINT OF CURVE AT THE EAST SIDE OF ANDER AVE. AND SHADOW GLEN DR. INTERSECTION, 2.4' SOUTHEAST OF PRESSURE IRRIGATION VALVE.
ELEVATION=2439.55

TBM #2
CHISELED "X" IN BACK OF SIDEWALK AT THE NORTHWEST POINT OF CURVE ON THE WEST SIDE OF MIDDLETON RD. AND SHADOW GLEN DR. INTERSECTION, 2' SOUTH OF FIRE HYDRANT.
ELEVATION=2439.98'

TBM #3
CHISELED "X" IN BACK OF SIDEWALK 6' NORTH OF END OF SIDEWALK ON THE WEST SIDE OF MIDDLETON RD. SOUTH OF THE INTERSECTION OF MIDDLETON RD AND SHADOW GLEN DR.
ELEVATION=2440.48'

0 15 30 60
Scale: 1"=30'

LEGEND

- Benchmark (TBM)
- Calculated Point
- Found Aluminum Cap Monument
- Found 5/8" Iron Pin
- Found 1/2" Iron Pin
- Existing Conduit
- Existing Sign
- Direction of Flow
- Existing Electrical Box
- Existing Fire Hydrant
- Existing Fiber Optic Box
- Existing Gate Valve
- Existing PI Service
- Existing Sewer Service
- Existing Power Pole
- Existing Sprinkler Box
- Existing Storm Drain Manhole
- Existing Street Light
- Existing Water Blow Off Valve
- Existing Sanitary Sewer Manhole
- Existing PI Valve
- Existing PI Pump Out
- Existing Catch Basin
- Conifer Tree
- Deciduous Tree
- Guy Anchor
- Property Boundary Line
- Section Line
- Centerline
- Lot Line
- Natural Ground Contour Line
- BOW — Existing Back of Walk
- CONC — Existing Concrete
- EP — Existing Edge of Pavement
- FOW — Existing Face of Walk
- x — Existing Fence
- LOG — Existing Lip of Gutter
- OHP — Existing Overhead Power
- SD — Existing Storm Drain
- TOE — Existing Toe
- TBC — Existing Top Back Rolled Curb
- TBVC — Existing Top Back Vertical Curb
- TOP — Existing Top of Slope
- W — Existing Water
- SH — Existing Shoulder
- S — Existing Sewer

PROFESSIONAL LAND SURVEYOR
REGISTERED
9366
9/29/25
STATE OF IDAHO
DARIN HOLZHEY

NO	BY	DATE	DESCRIPTION
REVISIONS			

DESIGNED BY:
DRAWN BY: BP 8/25
CHECKED BY:
APPV'D BY:

Professional Engineers, Land Surveyors & Planners
924 3rd St. South, Nampa, ID 83651
(208) 454-0256

Mason & Associates

CLIENT:
MCCARTER MOORHOUSE
4660 N. PENNGROVE WAY STE 100
MERIDIAN, ID, 83646
(208)-908-1332
DAVID@MCCARTER-MOORHOUSE.COM

JOB NO. AP0225
DWG NO. AP0225PP
SCALE: Vert: N/A Horz: 1"=30'
FIELD BOOK NO.

DRAWING TITLE:
SHADOW GLEN COMMERCIAL
LOT 2 BLOCK 6 SHADOW GLEN NO.2
PRELIMINARY PLAT

SHEET NO. 1 OF 1 SHEETS
Rev

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
TREES					
	APC	Acer platanoides `Columnar Broad` / Parkway Maple 45'h X 25'w , Class II	B&B	2"	4
	ACK	Acer platanoides 'Crimson King' / Crimson King Norway Maple 35'h x 30'w, Class II	B&B	2"	3
	AGA	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry 20'h x 20'w, Class I	B&B	2"	4
	CBF	Carpinus betulus `Franz Fontaine` / Franz Fontaine Hornbeam 35`h x 15`w , Class II	B&B	2"	6
	CPP	Celtis occidentalis `Prairie Pride` / Prairie Pride Hackberry 50`h x 35`w , Class II	B&B	2"	6
	ET	Existing Tree To be trimmed and remain in place	Existing		2
	POB	Picea omorika `Bruns` / Bruns Spruce 30`h x 10`w	B&B		4
	PFV	Pinus flexilis `Vanderwolf`s Pyramid` / Vanderwolf`s Pyramid Pine 25`h x 12`w	B&B		9
	TAB	Tilia americana `Boulevard` / Boulevard American Linden 50`h x 25`w , Class II	B&B	2"	6
SHRUBS					
	CAK	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass 5'h x 3'w	2 gal		36
	HSB	Helictotrichon sempervirens `Blue Oats` / Blue Oat Grass 3' h x 3'w	2 gal		22
	JHW	Juniperus horizontalis `Wiltonii` / Blue Rug Juniper 6"h x 8`w	5 gal		40
	JSM	Juniperus scopulorum `Medora` / Medora Juniper 10`h x 3`w	5 gal		21
	PAK	Pennisetum alopecuroides `Karlay Rose` / Karley Rose Fountain Grass 42"h x 42"w	2 gal		16
	PDH	Penstemon digitalis 'Husker Red' / Husker Red Beardtongue 30"h x 18"w	1 gal		26
	PAJ	Perovskia atriplicifolia `Blue Jean Baby` / Blue Jean Baby Russian Sage 30"h x 36"w	2 gal		16
	PX	Philadelphus x virginalis / Mock Orange 7`h x 6`w	5 gal		19
	PMM	Pinus mugo `Mops` / Mops Mugo Pine 4'h x 4'w	5 gal		6
	RAG	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac 18"h x 6`w, Drought Tolerant	5 gal		20
	R3	Rosa x `Noatraum` TM / Flower Carpet Pink Rose	2 gal		18
	SMN	Salvia x `May Night` / May Night Sage 2'h x 2'w	1 gal		63
	SSB	Schizachyrium scoparium `The Blues` / The Blues Little Bluestem 3`h x 3`w	2 gal		46
	SA	Sedum x `Autumn Joy` / Autumn Joy Sedum	2 gal		29
	SDW	Spiraea douglasii / Western Spirea 5'h x 5'w	5 gal		12

LANDSCAPE MATERIALS AND NOTES LEGEND:

3" DEPTH ROCK MULCH
1" BLACK AND TAN MINI

SOD LAWN

NOTES:

1. BACKFILL WITH NATIVE SOIL AND AMENDMENTS.

2. ALL LANDSCAPE EDGING TO BE BLACK METAL EDGING OR ALT. SHOVEL CUT.

3. MULCH ALL PLANTING AREAS AT 2-3" DEPTH OVER FILTER FABRIC, ¾" SMALL TAN ROCK MULCH OR APPROVED EQUAL BY OWNER.

4. ALL LANDSCAPE TO HAVE AN AUTOMATED IRRIGATION SYSTEM WITH IN GROUND PRESSURE REDUCING VALVES AND SMART CONTROLLER.

5. PROVIDE DRIP SYSTEM AT PLANTING BEDS AND ROTARY SPRAYS AT LAWN AREAS. ALL IRRIGATION TO BE HIDDEN UNDER MULCH OR UNDERGROUND.

6. DRAWING IS DIAGRAMMATIC. VERIFY ALL LOCATIONS IN FIELD PRIOR TO PLANTING.

7. VERIFY ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

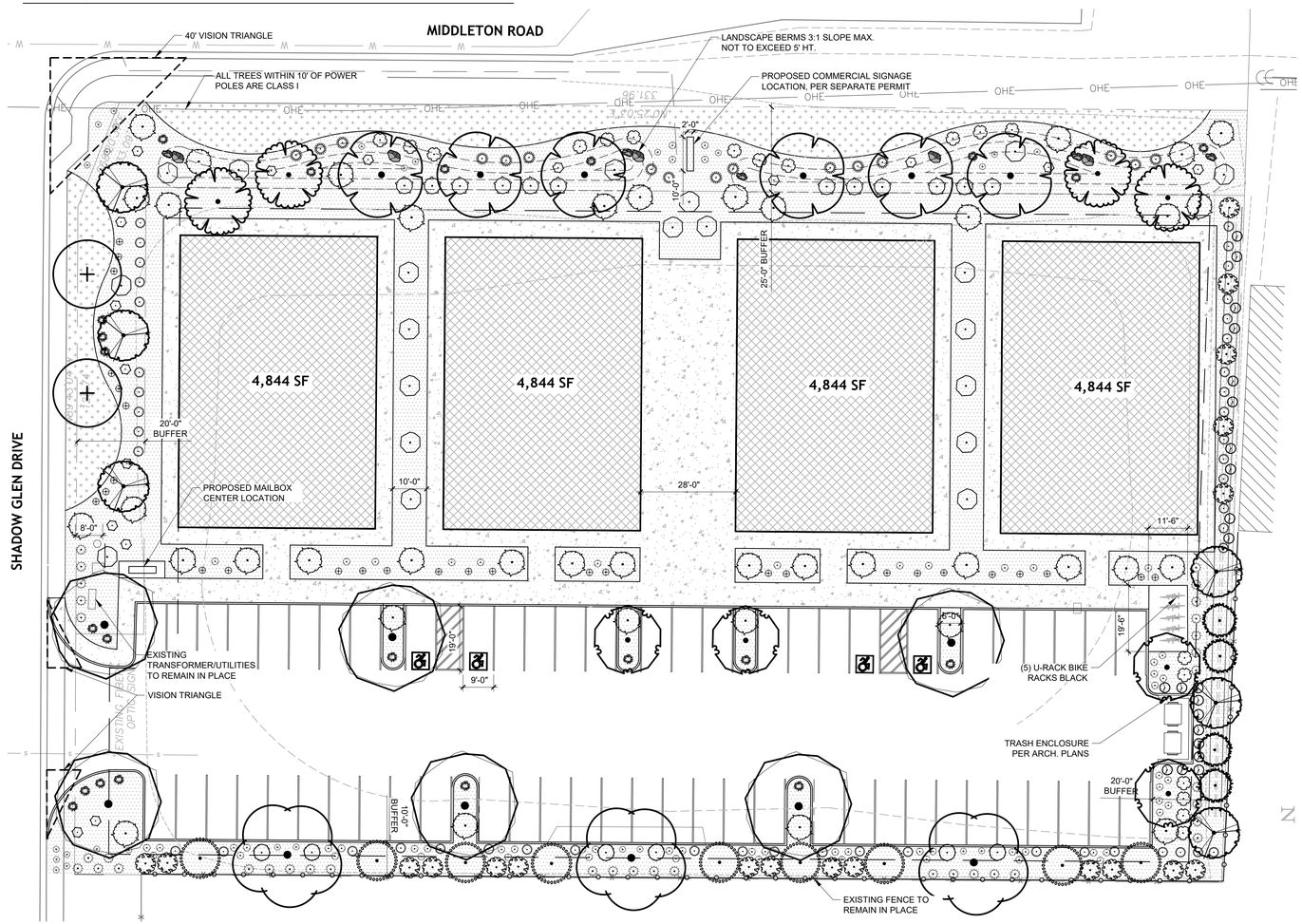
9. DRAINAGE BY OTHERS. DRAINAGE SHALL BE RETAINED ON SITE (EXCEPT DRIVEWAYS MAY DISCHARGE TO STREET).

10. NO EXISTING TREES OR STRUCTURES ON SITE, NO MITIGATION REQUIRED.

11.ALL TREES AND PLANTS INSTALLED ARE TO BE FREE FROM DISEASE AND NON-TOXIC, NON-POISONOUS, OR OTHERWISE A NOT A NUISANCE.

12. ALL LANDSCAPING WITHIN RIGHT OF WAYS OR IRRIGATION, UTILITY, AND/OR DRAINAGE EASEMENTS TO BE MAINTAINED AND FREE OF NOXIOUS WEEDS.

LANDSCAPE PLAN:



LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CALDWELL, ID 2025

STREET BUFFER:
* MIDDLETON RD - MINOR ARTERIAL: MINIMUM 25' WIDE BUFFER WIDTH. BERMS BETWEEN 2'-5' REQ. WITH BOULDERS EVERY 75LF.
* SHADOW GLEN DR - COLLECTOR: MINIMUM 20' BUFFER WIDTH.
* MINIMUM (1) CLASS II TREE PER 35 LINEAL FEET OR (1) CLASS I TREE PER 25', CLASS III ARE PROHIBITED IN STREET BUFFERS.
* MINIMUM (1) SHRUB PER 4 LINEAL FEET.
* TURF - 20% MIN, NOT TO EXCEED 50%

STREET NAME - LENGTH (LF)	TREES REQ'D / TREES PROV'D	SHRUBS REQ'D / SHRUBS PROV'D
MIDDLETON RD - 330'	10 / 10	83 / 83
SHADOW GLEN DR - 188' (MINUS CURB CUTS)	6 / 6	47 / 47

PARKING LOT LANDSCAPING REQUIREMENTS:
* LINEAR GROUPS OF PARKING SPACES SHALL NOT EXCEED 12 IN A ROW WITHOUT A PLANTER ISLAND.
* SINGLE ROW ISLANDS SHALL BE A MINIMUM OF 60 SQ.FT.
* DOUBLE ROW ISLANDS SHALL BE A MINIMUM OF 120 SQ.FT.
* ISLANDS SHALL CONTAIN A MINIMUM OF (1) CLASS 1 OR 2 TREE WITH LOW SHRUBS.

PARKING LOT ISLANDS	TREES REQUIRED	TREES PROVIDED
SINGLE - 10	10	10**

** UTILITIES AND CIRCULATION MAY IMPEDE PLACEMENT
** ADDITIONAL TREES ADDED TO BUFFER AREAS FOR ALTERNATIVE COMPLIANCE

BIKE PARKING REQUIREMENTS:
* COMMERCIAL, 15% OF NUMBER OF AUTOMOBILE SPACES.

COMMERCIAL	BIKE SPACES REQUIRED	BIKE SPACES PROVIDED
58 PARKING SPACES	9	10

BUFFER BETWEEN LAND USES:
* MINIMUM 20' BUFFER BETWEEN RESIDENTIAL AND COMMERCIAL.
* (1) TREE SPACED AT 35' INTERVALS, 40% EVERGREEN AND 60% DECIDUOUS, THAT TOUCH WITHIN 5 YRS OF PLANTING.
* (1) SHRUB SPACED AT 3 LF

BUFFER - LENGTH (LF)	TREES REQ'D / TREES PROV'D	SHRUBS REQ'D / SHRUBS PROV'D
WEST BUFFER - 330'	10/12 *	110/110
SOUTH BUFFER - 226'	7/7	75/75

* ADDED DUE TO ALT. COMPLIANCE

TREE MITIGATION:
- NO EXISTING TREES ON SITE, NO MITIGATION REQUIRED

MINIMUM PLANT SIZES:

PLANT TYPE:	MINIMUM SIZE
EVERGREEN TREES:	6' HT. MIN.
ORNAMENTAL TREES:	2" CALIPER MIN.
SHADE TREES:	2" CALIPER MIN.
SHRUBS/PERENNIALS:	10' SPREAD MIN. DEPENDING ON PLANT SPECIES

NORTH

0 20 40 60 feet

SCALE: 1" = 20'

EMILY VOGES
Landscape Architect
emily.voges@gmail.com
818.983.5347

These plans, and the ideas contained herein, are the exclusive property of Emily Voges Landscape Architect. Any use, reproduction, or transfer of these plans without express written permission is illegal and is in violation of applicable copyright laws.

COPYRIGHT 2025

STATE OF IDAHO
EMILY M VOGES
LA-16892
06.20.25
LICENSED LANDSCAPE ARCHITECT

SHADOW GLEN DEVELOPMENT

CALDWELL, ID 83686

Revision No:	Date:	Desc:
Date:	06.20.2025	
Drawn By:	EV	

Drawing Title:

LANDSCAPE SITE PLAN

Drawing No:

L-1.0

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
TREES					
	APC	Acer platanoides `Columnar Broad` / Parkway Maple 45'h X 25'w , Class II	B&B	2"	4
	ACK	Acer platanoides 'Crimson King' / Crimson King Norway Maple 35'h x 30'w, Class II	B&B	2"	3
	AGA	Amelanchier x grandiflora `Autumn Brilliance` / `Autumn Brilliance` Serviceberry 20'h x 20'w, Class I	B&B	2"	4
	CBF	Carpinus betulus `Franz Fontaine` / Franz Fontaine Hornbeam 35`h x 15`w , Class II	B&B	2"	6
	CPP	Celtis occidentalis `Prairie Pride` / Prairie Pride Hackberry 50`h x 35`w , Class II	B&B	2"	6
	ET	Existing Tree To be trimmed and remain in place	Existing		2
	POB	Picea omorika `Bruns` / Bruns Spruce 30`h x 10`w	B&B		4
	PFV	Pinus flexilis `Vanderwolf`s Pyramid` / Vanderwolf`s Pyramid Pine 25`h x 12`w	B&B		9
	TAB	Tilia americana `Boulevard` / Boulevard American Linden 50`h x 25`w , Class II	B&B	2"	6
SHRUBS					
	CAK	Calamagrostis x acutiflora `Karl Foerster` / Feather Reed Grass 5'h x 3'w	2 gal		36
	HSB	Helictotrichon sempervirens `Blue Oats` / Blue Oat Grass 3' h x 3'w	2 gal		22
	JHW	Juniperus horizontalis `Wiltonii` / Blue Rug Juniper 6"h x 8`w	5 gal		40
	JSM	Juniperus scopulorum `Medora` / Medora Juniper 10`h x 3`w	5 gal		21
	PAK	Pennisetum alopecuroides `Karlay Rose` / Karley Rose Fountain Grass 42"h x 42"w	2 gal		16
	PDH	Penstemon digitalis 'Husker Red' / Husker Red Beardtongue 30"h x 18"w	1 gal		26
	PAJ	Perovskia atriplicifolia `Blue Jean Baby` / Blue Jean Baby Russian Sage 30"h x 36"w	2 gal		16
	PX	Philadelphus x virginalis / Mock Orange 7`h x 6`w	5 gal		19
	PMM	Pinus mugo `Mops` / Mops Mugo Pine 4'h x 4'w	5 gal		6
	RAG	Rhus aromatica `Gro-Low` / Gro-Low Fragrant Sumac 18"h x 6`w, Drought Tolerant	5 gal		20
	R3	Rosa x `Noatraum` TM / Flower Carpet Pink Rose	2 gal		18
	SMN	Salvia x `May Night` / May Night Sage 2'h x 2'w	1 gal		63
	SSB	Schizachyrium scoparium `The Blues` / The Blues Little Bluestem 3`h x 3`w	2 gal		46
	SA	Sedum x `Autumn Joy` / Autumn Joy Sedum	2 gal		29
	SDW	Spiraea douglasii / Western Spirea 5'h x 5'w	5 gal		12

LANDSCAPE MATERIALS AND NOTES LEGEND:

3" DEPTH ROCK MULCH
1" BLACK AND TAN MINI

SOD LAWN

NOTES:

1. BACKFILL WITH NATIVE SOIL AND AMENDMENTS.

2. ALL LANDSCAPE EDGING TO BE BLACK METAL EDGING OR ALT. SHOVEL CUT.

3. MULCH ALL PLANTING AREAS AT 2-3" DEPTH OVER FILTER FABRIC, ¾" SMALL TAN ROCK MULCH OR APPROVED EQUAL BY OWNER.

4. ALL LANDSCAPE TO HAVE AN AUTOMATED IRRIGATION SYSTEM WITH IN GROUND PRESSURE REDUCING VALVES AND SMART CONTROLLER.

5. PROVIDE DRIP SYSTEM AT PLANTING BEDS AND ROTARY SPRAYS AT LAWN AREAS. ALL IRRIGATION TO BE HIDDEN UNDER MULCH OR UNDERGROUND.

6. DRAWING IS DIAGRAMMATIC. VERIFY ALL LOCATIONS IN FIELD PRIOR TO PLANTING.

7. VERIFY ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

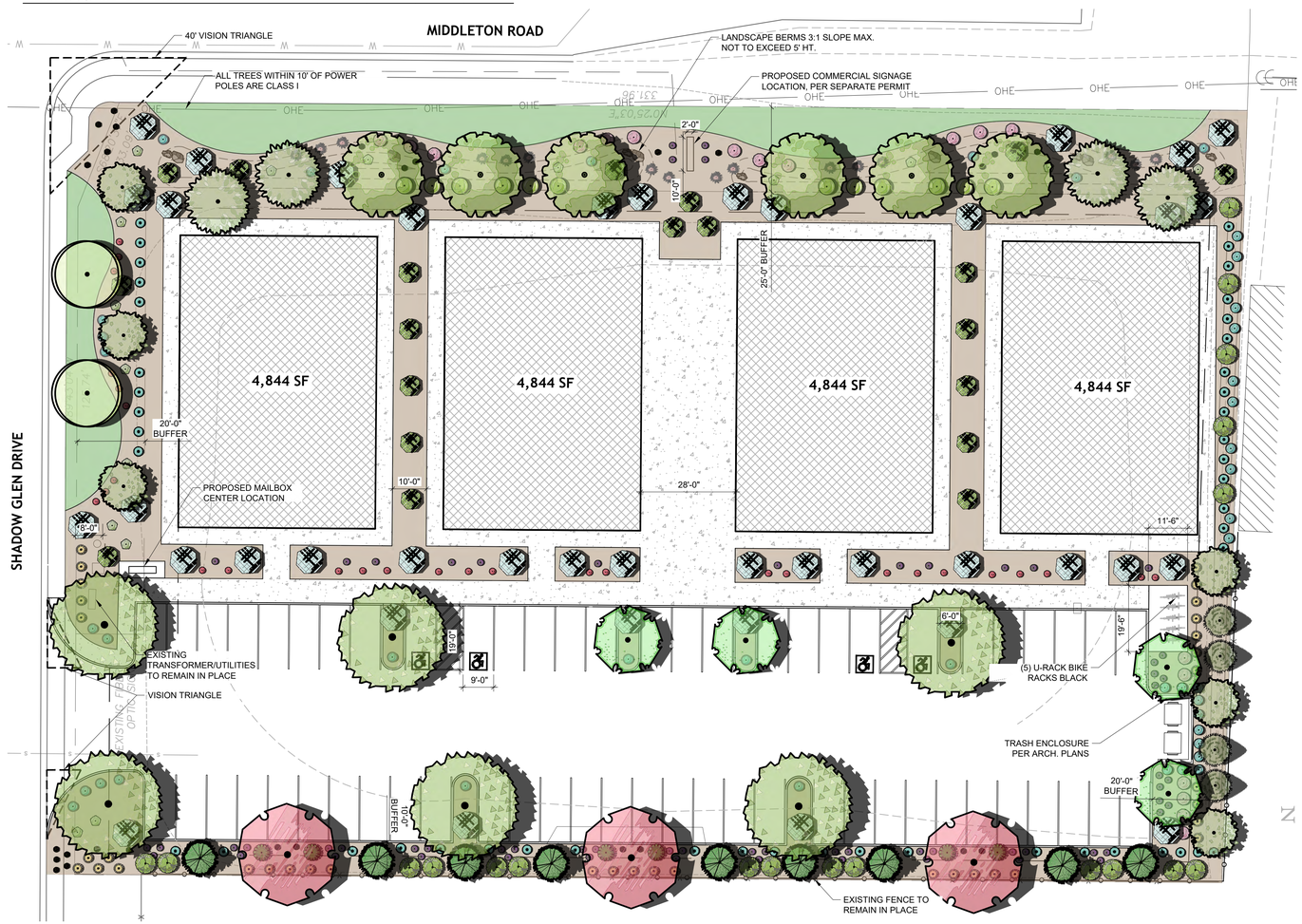
9. DRAINAGE BY OTHERS. DRAINAGE SHALL BE RETAINED ON SITE (EXCEPT DRIVEWAYS MAY DISCHARGE TO STREET).

10. NO EXISTING TREES OR STRUCTURES ON SITE, NO MITIGATION REQUIRED.

11.ALL TREES AND PLANTS INSTALLED ARE TO BE FREE FROM DISEASE AND NON-TOXIC, NON-POISONOUS, OR OTHERWISE A NOT A NUISANCE.

12. ALL LANDSCAPING WITHIN RIGHT OF WAYS OR IRRIGATION, UTILITY, AND/OR DRAINAGE EASEMENTS TO BE MAINTAINED AND FREE OF NOXIOUS WEEDS.

LANDSCAPE PLAN:



LANDSCAPE REQUIREMENTS:

CODE REQUIREMENTS PER CALDWELL, ID 2025

STREET BUFFER:
- MIDDLETON RD - MINOR ARTERIAL: MINIMUM 25' WIDE BUFFER WIDTH. BERMS BETWEEN 2'-5' REQ. WITH BOULDERS EVERY 75LF.
- SHADOW GLEN DR - COLLECTOR: MINIMUM 20' BUFFER WIDTH.
- MINIMUM (1) CLASS II TREE PER 35 LINEAL FEET OR (1) CLASS I TREE PER 25', CLASS III ARE PROHIBITED IN STREET BUFFERS.
- MINIMUM (1) SHRUB PER 4 LINEAL FEET.
- TURF - 20% MIN, NOT TO EXCEED 50%

STREET NAME - LENGTH (LF)	TREES REQ'D / TREES PROV'D	SHRUBS REQ'D / SHRUBS PROV'D
MIDDLETON RD - 330'	10 / 10	83 / 83
SHADOW GLEN DR - 188' (MINUS CURB CUTS)	6 / 6	47 / 47

PARKING LOT LANDSCAPING REQUIREMENTS:
- LINEAR GROUPS OF PARKING SPACES SHALL NOT EXCEED 12 IN A ROW WITHOUT A PLANTER ISLAND.
- SINGLE ROW ISLANDS SHALL BE A MINIMUM OF 60 SQ.FT.
- DOUBLE ROW ISLANDS SHALL BE A MINIMUM OF 120 SQ.FT.
- ISLANDS SHALL CONTAIN A MINIMUM OF (1) CLASS 1 OR 2 TREE WITH LOW SHRUBS.

PARKING LOT ISLANDS	TREES REQUIRED	TREES PROVIDED
SINGLE - 10	10	10**

** UTILITIES AND CIRCULATION MAY IMPEDE PLACEMENT
** ADDITIONAL TREES ADDED TO BUFFER AREAS FOR ALTERNATIVE COMPLIANCE

BIKE PARKING REQUIREMENTS:
- COMMERCIAL, 15% OF NUMBER OF AUTOMOBILE SPACES.

COMMERCIAL	BIKE SPACES REQUIRED	BIKE SPACES PROVIDED
58 PARKING SPACES	9	10

BUFFER BETWEEN LAND USES:
- MINIMUM 20' BUFFER BETWEEN RESIDENTIAL AND COMMERCIAL.
- (1) TREE SPACED AT 35' INTERVALS, 40% EVERGREEN AND 60% DECIDUOUS, THAT TOUCH WITHIN 5 YRS OF PLANTING.
- (1) SHRUB SPACED AT 3 LF

BUFFER - LENGTH (LF)	TREES REQ'D / TREES PROV'D	SHRUBS REQ'D / SHRUBS PROV'D
WEST BUFFER - 330'	10/12 *	110/110
SOUTH BUFFER - 226'	7/7	75/75

* ADDED DUE TO ALT. COMPLIANCE

TREE MITIGATION:
- NO EXISTING TREES ON SITE, NO MITIGATION REQUIRED

MINIMUM PLANT SIZES:

PLANT TYPE:	MINIMUM SIZE
EVERGREEN TREES:	6' HT. MIN.
ORNAMENTAL TREES:	2" CALIPER MIN.
SHADE TREES:	2" CALIPER MIN.
SHRUBS/PERENNIALS:	10' SPREAD MIN. DEPENDING ON PLANT SPECIES

NORTH
0 20 40 60 feet
SCALE: 1" = 20'

EMILY VOGES
Landscape Architect
emily.voges@gmail.com
818.983.5347

These plans, and the ideas contained herein, are the exclusive property of Emily Voges Landscape Architect. Any use, reproduction, or transfer of these plans without express written permission is illegal and is in violation of applicable copyright laws.

COPYRIGHT 2025

STATE OF IDAHO
EMILY M VOGES
LA-16892
06.20.25
LICENSED LANDSCAPE ARCHITECT

SHADOW GLEN DEVELOPMENT

CALDWELL, ID 83686

Revision No:	Date:	Desc:
Date:	06.20.2025	
Drawn By:	EV	

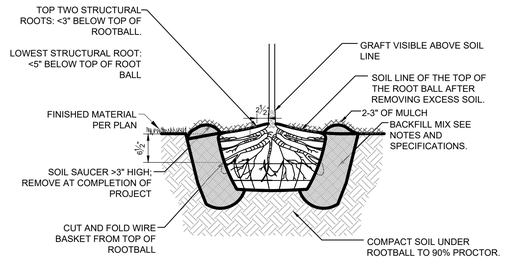
Drawing Title:

LANDSCAPE SITE PLAN RENDER

Drawing No:

L-1.1

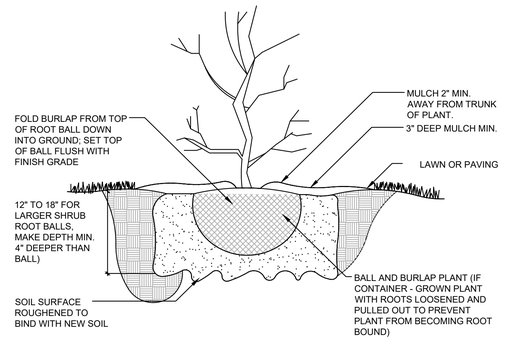
NOTES:
1. DO NOT DAMAGE OR CUT LEADER
2. DO NOT DISTURB ROOT OR DAMAGE ROOT BALL WHEN INSTALLING TREE OR TREE STAKES.
3. TREE STAKING SHALL BE AT THE DISCRETION OF CONTRACTOR. HOWEVER ANY TREES DISTURBED FROM PLUMB DURING THE PLANT WARRANTEE PERIOD WILL BE REPAIRED OR REPLACED AT CONTRACTOR'S EXPENSE.
4. WATER PLANTS THOROUGHLY IMMEDIATELY AFTER INSTILLATION.
5. REMOVE ALL BURLAP, TWINE, ROPE, OR MATERIAL FROM THE TOP $\frac{1}{3}$ OF THE ROOTBALL.
6. 4' DIAMETER PLANTER BED/MULCH RING AROUND THE TRUNK OF THE TREE. 3" OF MULCH MIN. DO NOT PLACE MULCH WITHIN 2" OF TRUNK OF TREE.



1 BALL AND BURLAP TREE PLANTING
3/4" = 1'-0"

NOTE:
REMOVE ALL TAGS, TWINE OR OTHER NON BIODEGRADABLE MATERIALS ATTACHED TO PLANT OR ROOT MASS.

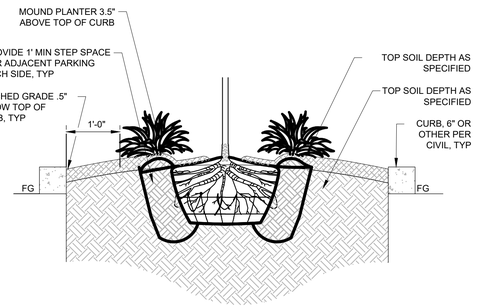
BACKFILL SHALL BE 100% TOPSOIL. WATER SETTLE ALL PLANTINGS TO ENSURE PLANT ROOTBALL MAINTAINS $\frac{1}{2}$" HEIGHT ABOVE EXISTING SOILS WHEN COMPLETE.



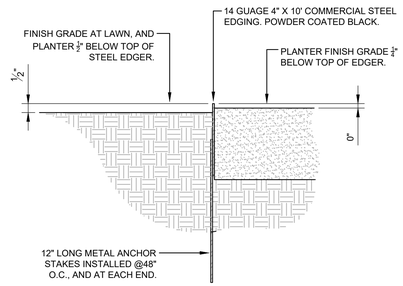
2 SHRUB PLANTING
1" = 1'-0"

329333.16-01

NOTE:
*CURB & ADJACENT PAVEMENT PER CIVIL OR HARDSCAPE PLANS
*TREE & SHRUB TO BE INSTALLED PER RESPECTIVE DETAILS
*PLANTS & MULCH PER PLAN



3 PLANTER ISLAND DETAIL
3/4" = 1'-0"



4 STEEL LANDSCAPE EDGING
3" = 1'-0"

329413.23-02

EMILY VOGES
Landscape Architect
emily.voges@gmail.com
818.983.5347

These plans, and the ideas contained herein, are the exclusive property of Emily Voges Landscape Architect. Any use, reproduction, or transfer of these plans without express written permission is illegal and is in violation of applicable copyright laws.

COPYRIGHT 2025

STATE OF IDAHO
EMILY M VOGES
LA-16892
06.20.25
LICENSED LANDSCAPE ARCHITECT

SHADOW GLEN DEVELOPMENT
CALDWELL, ID 83686

Revision No:	Date:	Desc:

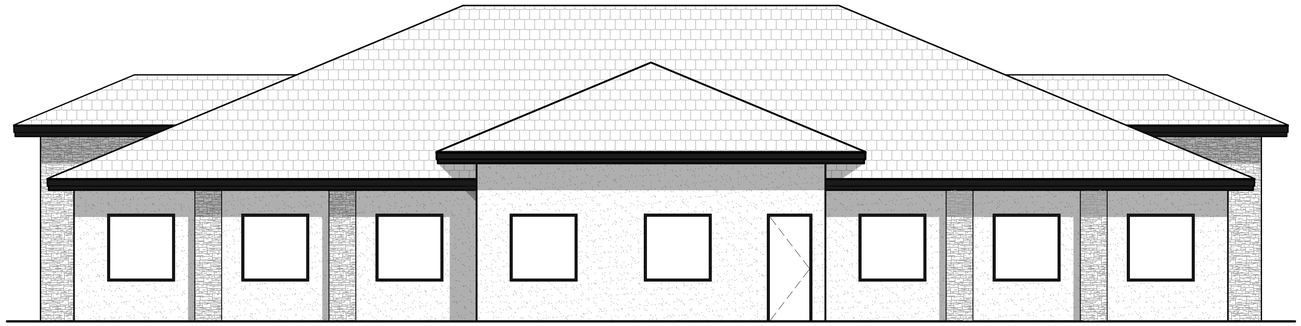
Date:	06.20.2025
Drawn By:	EV

Drawing Title:
LANDSCAPE DETAILS

Drawing No:
L-2.0



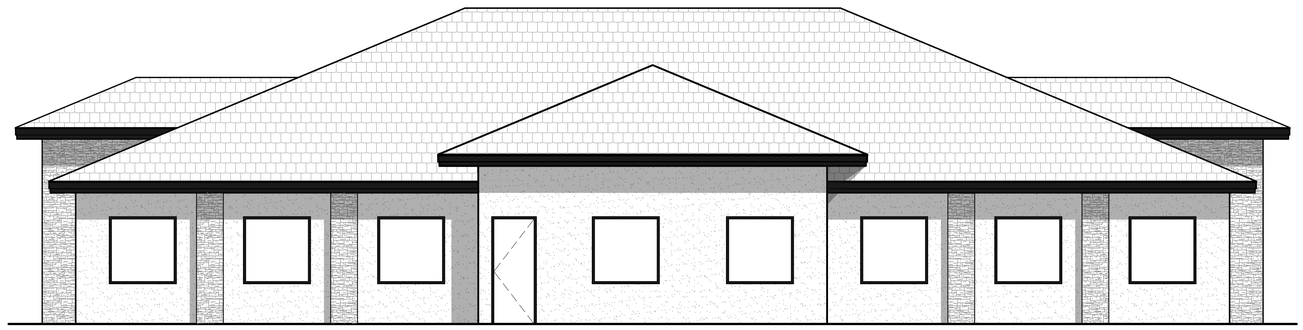
1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



2 SIDE ELEVATION
SCALE: 3/16" = 1'-0"



3 REAR ELEVATION
SCALE: 3/16" = 1'-0"



4 SIDE ELEVATION
SCALE: 3/16" = 1'-0"

STEWART / ARCHITECTURE

LICENSED ARCHITECT
JAMES C. STEWART
STATE OF IDAHO
PRELIMINARY NOT FOR CONSTRUCTION

A SCHEMATIC SITE PLAN FOR
SHADOW GLEN DEVEL.

DATE	REVISION
---	---

JOB NO.:
25-004

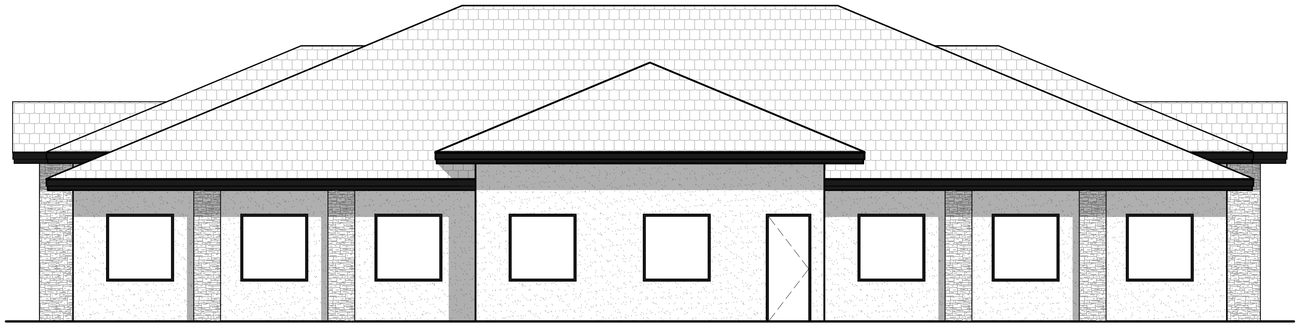
DATE:
04.18.25

EXTERIOR ELEVATIONS

SHEET NO.:
A-201



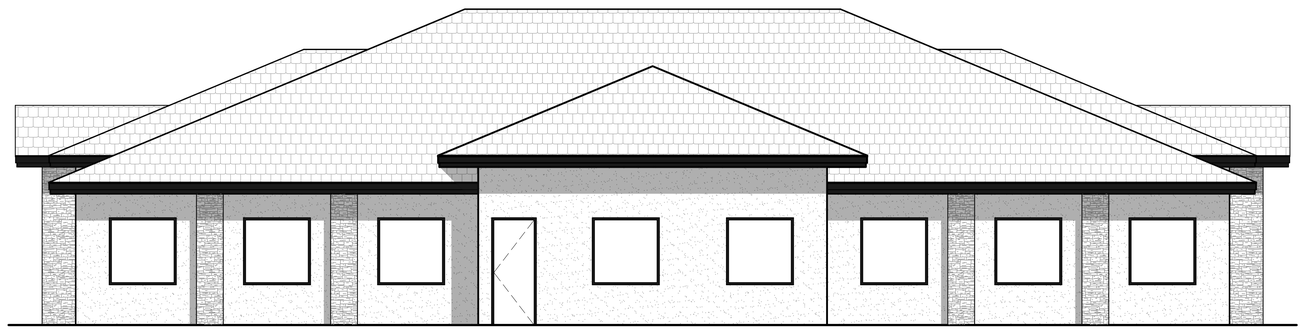
1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



2 SIDE ELEVATION
SCALE: 3/16" = 1'-0"



3 REAR ELEVATION
SCALE: 3/16" = 1'-0"



4 SIDE ELEVATION
SCALE: 3/16" = 1'-0"

STEWART / ARCHITECTURE

LICENSED ARCHITECT
JAMES C. STEWART
STATE OF IDAHO

PRELIMINARY NOT FOR CONSTRUCTION

A SCHEMATIC SITE PLAN FOR
SHADOW GLEN DEVEL.

DATE	REVISION
---	---

JOB NO.:
25-004

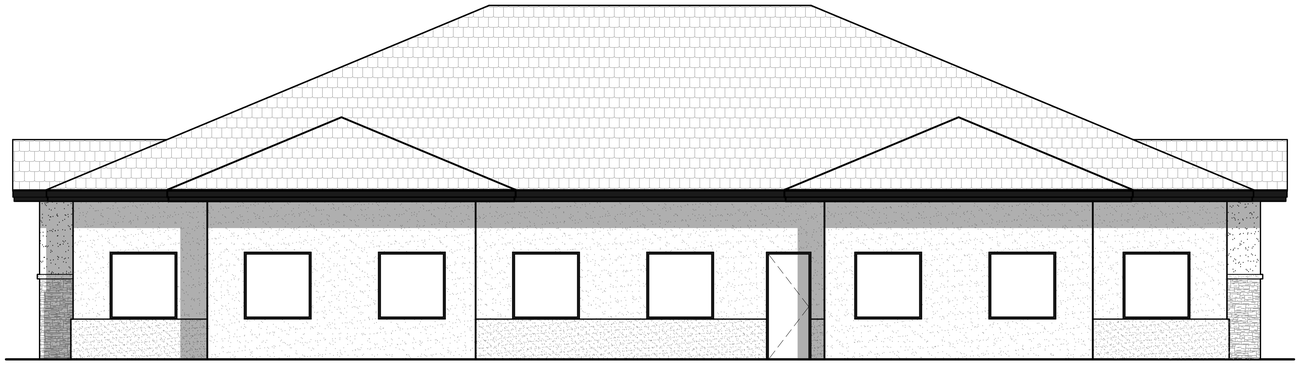
DATE:
04.18.25

EXTERIOR ELEVATIONS

SHEET NO.:
A-202



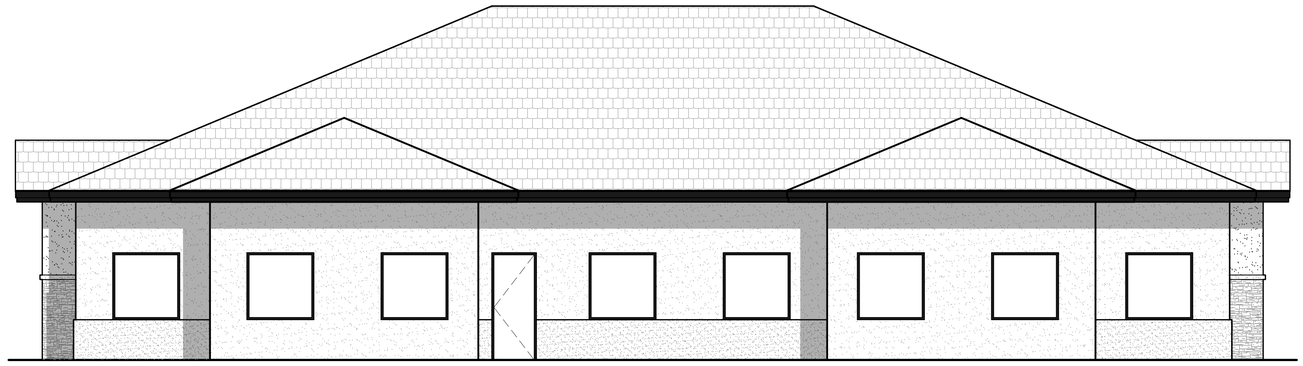
1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



2 SIDE ELEVATION
SCALE: 3/16" = 1'-0"



3 REAR ELEVATION
SCALE: 3/16" = 1'-0"



4 SIDE ELEVATION
SCALE: 3/16" = 1'-0"

STEWART / ARCHITECTURE

LICENSED ARCHITECT
JAMES R. STEWART
AR-982
STATE OF IDAHO

PRELIMINARY NOT FOR CONSTRUCTION

A SCHEMATIC SITE PLAN FOR
SHADOW GLEN DEVEL.

DATE	REVISION
---	---

JOB NO.:
25-004

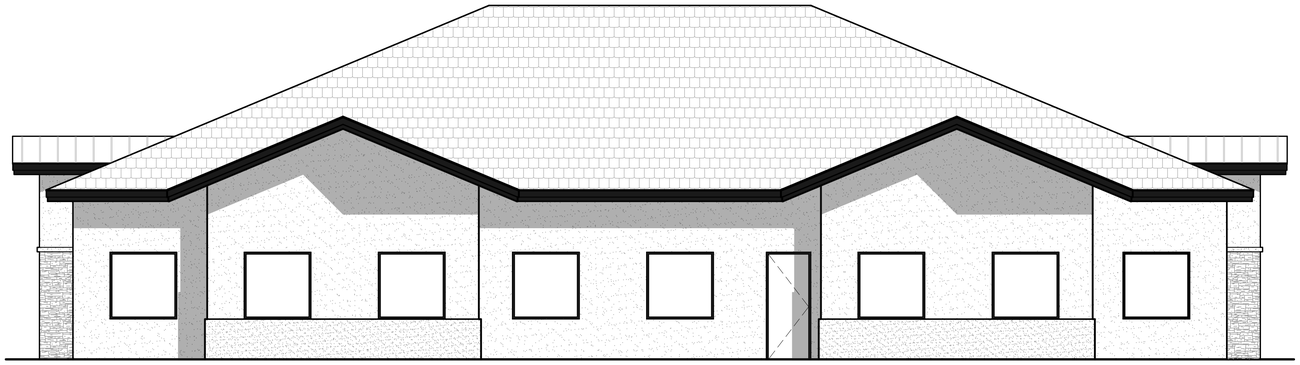
DATE:
04.18.25

EXTERIOR ELEVATIONS

SHEET NO.:
A-203



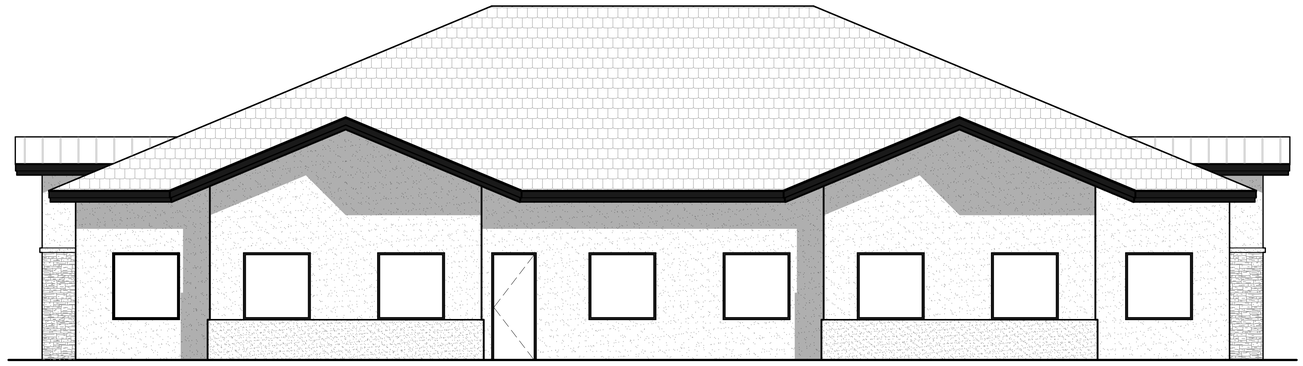
1 FRONT ELEVATION
SCALE: 3/16" = 1'-0"



2 SIDE ELEVATION
SCALE: 3/16" = 1'-0"



3 REAR ELEVATION
SCALE: 3/16" = 1'-0"



4 SIDE ELEVATION
SCALE: 3/16" = 1'-0"

STEWART / ARCHITECTURE

LICENSED ARCHITECT
JAMES C. STEWART
STATE OF IDAHO
PRELIMINARY NOT FOR CONSTRUCTION

A SCHEMATIC SITE PLAN FOR
SHADOW GLEN DEVEL.

DATE	REVISION
---	---

JOB NO.: 25-004

DATE: 04.18.25

EXTERIOR ELEVATIONS

SHEET NO.: A-204













Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Suite B, Nampa, ID 83651
Ph (208) 454-0256

November 25th, 2025

Dear Property Owner and Neighbor,

You are invited to participate in a neighborhood meeting. The meeting will take place on December 11th, 2025, at 5:30pm. The location of the meeting will be on site at Lot 2 Block 6 Shadow Glen Subdivision.

The desire is to rezone and create a plat consisting of (4) lots that will support professional office buildings at this location.

Thank you,

Steve Petersen
Mason & Associates, Inc.

Neighborhood Meeting for the Proposed Re-Zone of Property at TBD Shadow Glen Dr. Caldwell, ID 83605.

December 11, 2025

5:30 PM

Those in Attendance	Address	Comments if Any
Kirk Hansen	11034 linden Rd	None
Paige Rose	10292 McKinley st	None
Dottie Hardenbrook	19052 Kasma PL	None
GiG: Watts	19033 Farmville PL	None

ParcelId	OwnerNameLabelFormat	SiteAddr	SiteCity
R3430410500	Heather & Richard Boone	19203 Piaggio Ave	Caldwell
R3430410600	Ian & Kim Horner	19191 Piaggio Ave	Caldwell
R3430410700	Anthony Herrera	19183 Piaggio Ave	Caldwell
R3430410800	Scott Hale & Andrea Gonzales	19167 Piaggio Ave	Caldwell
R3430410900	Colt & Stacie Downing	19155 Piaggio Ave	Caldwell
R3430411000	Mark & Margaret Zemak	19143 Piaggio Ave	Caldwell
R3430412700	John & Laura Maldonado	10928 Super Cub Dr	Caldwell
R3430412800	Ervin & Lyndsay Smith	10940 Super Cub Dr	Caldwell
R3430412900	Diana Avila	10941 Super Cub Dr	Caldwell
R3430413000	Adrian Crain	10929 Super Cub Dr	Caldwell
R3430413100	Merrissa Engelhart	10917 Super Cub Dr	Caldwell
R3430413500	Ben & Sandee Soza	19131 Piaggio Ave	Caldwell
R3430413600	Ivette Obledo & Gonzalo Gama	19117 Piaggio Ave	Caldwell
R3430413700	Jameson Vnuk	19103 Piaggio Ave	Caldwell
R3430413800	Gregorio Madrigal & Jose Lopez-Ventura	19089 Piaggio Ave	Caldwell
R3430413900	Jessica Magana & Carlos Angel	19075 Piaggio Ave	Caldwell
R3430414000	Meagan Ries	19061 Piaggio Ave	Caldwell
R3430414100	Mason Creek Development LLC	19047 Piaggio Ave	Caldwell
R3430414200	Juan Jaime & Heriberta Torres	10949 Beechcraft St	Caldwell
R3430414300	Alexander & Gabrielle Gray	10937 Beechcraft St	Caldwell
R3430414400	Adrian & Terrie Zayas	10923 Beechcraft St	Caldwell
R3430417300	Hernandez 2017 Family Trust	10918 Sky Dive St	Caldwell
R3430417400	Olivia & Elsa Delgado	10930 Sky Dive St	Caldwell
R3430417500	Bhavna And Ashish Kasturia Family Trust	10942 Sky Dive St	Caldwell
R3430417900	Katie & Mark Blagden	10916 Beechcraft St	Caldwell
R3430418000	Ashlynn & Benjamin Holtom	10938 Beechcraft St	Caldwell
R3430418100	Michael & Tudora Biggs	10940 Beechcraft St	Caldwell
R3430418200	Ian & Deborah Mossman	10941 Sky Dive St	Caldwell
R3430418300	Adam & Carissa McKinney	10929 Sky Dive St	Caldwell
R3430418400	Phillip & Susan Gavurnik	10917 Sky Dive St	Caldwell
R3431800000	Kirk & Shelby Hansen	11034 Linden Rd	Caldwell
R3431917400	Constantine Brzostowski	19049 Farmville Pl	Caldwell
R3431917500	Gigi Watts	19033 Farmville Pl	Caldwell
R3431917600	Kristin & Paige Rose	19017 Farmville Pl	Caldwell
R3431917700	Craig Allen	19020 Farmville Pl	Caldwell
R3431917800	Angel & Marlen Villatoro	19038 Farmville Pl	Caldwell
R3431917900	Megan Johnson	19054 Farmville Pl	Caldwell
R3431918000	Spencer Frazier	19068 Farmville Ave	Caldwell
R3431918100	Neff M Rev Living Trust	19082 Farmville Ave	Caldwell
R3431918200	19096 Farmville Ave LLC	19096 Farmville Ave	Caldwell
R3431920400	Theadora & David Van Atta	11152 Nora Dr	Caldwell
R3431920500	Jalen & Kenneth Thompson	11140 Nora Dr	Caldwell
R3431920600	Ray & Melissa Miller	11139 Shadow Glen Dr	Caldwell

R3431920800	Alfredo Guzman And Angela Flores Guzman Trust	19080 Kosma Pl	Caldwell
R3431920900	Milo & Dorothy Hardenbrook	19092 Kosma Pl	Caldwell
R3431921000	Tyler Austin & Jordyn Hanson	19104 Kosma Pl	Caldwell
R3431921100	Eric Gross	11106 Shadow Glen Dr	Caldwell
R3431921200	Guillermo Ayala & Enedina Zuniga	11120 Shadow Glen Dr	Caldwell
R3431921300	Colin & Nykol Zimmermann	11134 Shadow Glen Dr	Caldwell
R3431925800	Robert & Betty Pate	11152 Shadow Glen Dr	Caldwell
R3433000000	Travis Watson	11105 Linden Rd	Caldwell
R3433001000	Misael Arredondo	11076 Linden Rd	Caldwell
R3433100000	Ida Uta Investors LLC	18963 Middleton Rd	Nampa

SiteState	SiteZIP	OwnerAddr	OwnerCityNm	OwnerState	OwnerZIP
ID	83605	19203 Piaggio Ave	Caldwell	ID	83605
ID	83605	19191 Piaggio Ave	Caldwell	ID	83605
ID	83605	19183 Piaggio Ave	Caldwell	ID	83605
ID	83605	19167 Piaggio Ave	Caldwell	ID	83605
ID	83605	19155 Piaggio Ave	Caldwell	ID	83605
ID	83605	19143 Piaggio Ave	Caldwell	ID	83605
ID	83605	11245 Aspen Hill Dr	Caldwell	ID	83605
ID	83605	10940 Super Cub Dr	Caldwell	ID	83605
ID	83605	10941 Super Cub Dr	Caldwell	ID	83605
ID	83605	10929 Super Cub Dr	Caldwell	ID	83605
ID	83605	10917 Super Cub Dr	Caldwell	ID	83605
ID	83605	19131 Piaggio Ave	Caldwell	ID	83605
ID	83605	19117 Piaggio Ave	Caldwell	ID	83605
ID	83605	19103 Piaggio Ave	Caldwell	ID	83605
ID	83605	19089 Piaggio Ave	Caldwell	ID	83605
ID	83605	19075 Piaggio Ave	Caldwell	ID	83605
ID	83605	19061 Piaggio Ave	Caldwell	ID	83605
ID	83605	701 S Allen St Ste 104	Meridian	ID	83642
ID	83605	10949 Beechcraft St	Caldwell	ID	83605
ID	83605	10937 Beechcraft St	Caldwell	ID	83605
ID	83605	10923 Beechcraft St	Caldwell	ID	83605
ID	83605	10918 Sky Dive St	Caldwell	ID	83605
ID	83605	10930 Sky Dive St	Caldwell	ID	83605
ID	83605	274 Surfbird Is	Foster City	CA	94404
ID	83605	10916 Beechcraft St	Caldwell	ID	83605
ID	83605	10938 Beechcraft St	Caldwell	ID	83605
ID	83605	10940 Beechcraft St	Caldwell	ID	83605
ID	83605	10941 Sky Dive St	Caldwell	ID	83605
ID	83605	10929 Sky Dive St	Caldwell	ID	83605
ID	83605	10917 Sky Dive St	Caldwell	ID	83605
ID	83605	18092 Lantana Ave	Nampa	ID	83687
ID	83605	19049 Farmville Pl	Caldwell	ID	83607
ID	83605	19033 Farmvill Pl	Caldwell	ID	83605
ID	83605	19017 Farmville Pl	Caldwell	ID	83605
ID	83605	19020 Farmville Pl	Caldwell	ID	83605
ID	83605	19038 Farmville Pl	Caldwell	ID	83605
ID	83605	19054 Farmville Pl	Caldwell	ID	83605
ID	83605	19068 Farmville Ave	Caldwell	ID	83605
ID	83605	18684 Easter Peak Ave	Nampa	ID	83687
ID	83605	15460 Pecan Ln	Caldwell	ID	83607
ID	83605	11152 Nora Dr	Caldwell	ID	83605
ID	83605	11140 Nora Dr	Caldwell	ID	83605
ID	83605	11139 Shadow Glen Dr	Caldwell	ID	83605

ID	83605	19080 Kosma Pl	Caldwell	ID	83605
ID	83605	19092 Kosma Pl	Caldwell	ID	83605
ID	83605	19104 Kosma Pl	Caldwell	ID	83605
ID	83605	11106 Shadow Glen Dr	Caldwell	ID	83605
ID	83605	11120 Shadow Glen Dr	Caldwell	ID	83605
ID	83605	11134 Shadow Glen Dr	Caldwell	ID	83605
ID	83605	11152 Shadow Glen Dr	Caldwell	ID	83605
ID	83687	695 E Linkersham Dr	Meridian	ID	83642
ID	83687	307 E Denver St	Caldwell	ID	83605
ID	83687	PO Box 3064	Nampa	ID	83653

EXHIBIT 2:
CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

To: April Cabello, Planner II
Caldwell P & Z Department

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: SPP25-000010 – Shadow Glen Commercial

Date: February 25, 2026

The Engineering Department provides the following comments on a request by Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The parcel (R3431920700) is zoned C-1 and is in compliance with the Comprehensive Plan Future land Use Map. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho.

Development Plans

1. Development Plans – Prior to commencing construction and applying for building permits, plans must be prepared by the developer's engineer and approved by the City Engineering Department which shall include the following items:

    a. Street section and alignment (including curb and gutter); Street sections and ROW widths depicted in the Preliminary Plat are not approved and may not supersede City Standards.

    b. Sidewalk (sidewalk width based on street classification);

    c. Sanitary sewer (per City and DEQ requirements);

    d. Potable water (per City and DEQ requirements);

    e. Pressure Irrigation (per CMID requirements);

    f. Stormwater facilities (per City requirements/storm water manual);

    g. Street lighting (per City standards);

    h. Street signage (per City and MUTCD requirements);

    i. Vertical Datum based on NAVD 88 Datum.

General

1. Applicant shall follow the requirements and processes of the subdivision ordinance for the development of this project. For the purposes of this project, all conditions outlined in the subdivision ordinance pertaining to receiving the City Engineers signature on, or the recordation of, a final plat shall be applied to the submission of building permits.

2. The proportionate share of frontage improvements along classified roadways adjacent to the preliminary plat shall be completed prior to the signature of the final plat for each phase development regardless of the location of the phase being developed or bonding. To be determined at the time of civil construction drawing approval.

3. Easements for public utilities outside of the public right-of-way shall be as listed below. Easements will be required to be larger if deemed necessary by the City Engineer in order to facilitate future maintenance operations of utilities.
    a. 10 feet wide minimum.
    b. Domestic water only,15 feet wide minimum
    c. Sanitary sewer only, 20 feet wide minimum
    d. Sewer and water combined; 30 feet wide minimum

4. Appropriate easements for emergency access, transmission lines and/or other utilities shall be clearly indicated, with recorded instrument numbers provided for said easements, on the construction drawings.

5. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

6. All public streets, sewer, water, pressure irrigation fire protection, and street light facilities must be dedicated to the City. Some conveyance facilities for stormwater drainage may be eligible for dedication to the City.

7. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed Idaho Public Works Contractor and shall be inspected by and constructed to City of Caldwell Specifications.

8. Prior to commencement of construction in any dedicated right-of-way, or construction of any improvement intended for dedication to the City or connected to a City facility, the City Engineering staff is to be notified. This will take place in a pre-construction conference scheduled by the Engineer of Record in which all appropriate personnel and utilities are present. Appropriate City personnel are to be notified in advance of all testing (including compaction, pressure and coliform, etc.) and given opportunity to be present during conduct of the testing. The Engineer of Record or his designated representative is to witness all tests (not covered by City inspectors) and a log of inspection visits and testing results is to be kept by the engineer of record or his representative.

9. The developer is to employ a responsible design professional, preferably the Engineer of Record, to oversee and inspect construction, to perform and/or observe all requisite testing of

completed facilities, and to certify that improvements have been constructed according to approved plans and in compliance with applicable City, State, and Federal standards.

10. The Engineer of Record shall be held responsible to ensure that improvements are in compliance with said engineer's design. Following the construction of the improvements, the developers engineer shall provide the City of Caldwell Engineering Department with electronic (.dwg) format record drawings spatially referenced to the Idaho State Plane Coordinate System-West Zone, North America Datum (NAD) 83. Vertical control shall be referenced to the North America Datum (NAVD) 88 for future reference and to establish that the Engineer of Record has witnessed construction occurred in substantial compliance with the design of said Engineer of Record.

11. Any note, item or drawing element on the plats, construction drawings, engineering drawings and/or design drawings related to the property inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed within the Staff Report and granted by City Council.

12. Requirements stated within this Staff Report are to supersede any notes on or within the City Council approved Preliminary Plat.

Rights-of-Way

1. Middleton Rd. is classified as a Principal Arterial roadway. The applicant shall dedicate as public right-of-way a minimum of forty-eight (48') foot half width right-of-way along the entire Middleton Rd. alignment (per City Standard Detail R-810 A).
    a. Applicant shall dedicate necessary right-of-way on Middleton Rd. for the construction of the proposed roundabout at the intersection of Middleton Rd. and Linden Rd.

2. Applicant shall dedicate to the City of Caldwell any required right-of-way along all classified roadways within 30 days of written request from the City of Caldwell.

Street

1. Full half street frontage improvements shall be completed to all classified roads adjacent to the proposed project including (Middleton Rd.) in accordance with all City of Caldwell standards and specifications, improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2. All private driveways, alleys or internal circulation routes shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

3. No lot/building shall have direct access to/from Middleton Rd.

4. Applicant shall meet all emergency access requirements for each phase of development to be determined by the Fire Dept. at the time of civil plan review.

5. Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit locations. Said locations shall be interior to the site and shall be located in a manner that will not impact, or cause queuing onto Middleton Rd.

Traffic Impact Fees

City of Caldwell has adopted the "Caldwell Area Capital Improvements Plan & Impact Fee Program". The applicant will be required to pay traffic impact fees per table 7 of the Impact Fee Schedule to be assessed to the building permit/s when applied for.

Water

1. All on site water mains will need to be looped into existing mains for fire flow and water quality purposes. Internal main sizing and construction plan approval, will be dependent upon the availability of fire flow. This development will be required to comply with the most current Water Master Plan.

2. Each buildable lot shall be supplied with potable water. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

3. Each phase of development shall have a redundant/secondary supply of domestic water.

4. The location of water service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

Sanitary Sewer

1. It shall be the responsibility of the applicant's engineer to verify that connection to existing sewer mainlines will not exceed the functional capacity of said mainlines. Provision for connectivity by future developments shall be met in accordance with current City standards.

2. The location of sewer service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

3. The Developer will be required (where applicable) to extend all sewer and water mainlines to the center of adjacent roadways for connectivity by future developments. Locations of said extensions will be decided during the review of the improvement plans.

4. Each buildable lot shall be supplied with a sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

5. Any easements for sewer lines not in the right-of-way should be at a width sufficient to construct same and not less than 20 feet in width. Easements for adjacent sewer and water lines not in the right-of-way shall be at a width sufficient to construct the same and shall be no less than 30 feet in width.

6. A 20' wide all-weather surfaces may be required to be constructed over mainlines that fall outside the public right-of-way. All weather surfaces shall be constructed sufficiently to support heavy equipment necessary to construct and maintain sewer under all seasonal weather conditions.

Irrigation

1. Existing easements and/or rights-of-way for any irrigation facility shall be determined and clearly indicated on the construction plans. Construction across or re-routing of these facilities is subject to approval by the governing irrigation district and at their discretion or their assigns.

2. The Developer shall maintain any existing upstream drainage rights and downstream irrigation rights across the property. During the design phase of this project, the developer or his engineer is to contact the appropriate irrigation district to help ascertain these rights. Appropriate facilities shall be provided by the developer to convey irrigation and drainage water across the property to take care of these offsite needs. There is to be no discharge of gravity/pressure irrigation return water into the projects storm water system.

2. The development is to include a non-potable water pressure irrigation system. The design of this pressure irrigation system is to be reviewed and approved by the Caldwell Municipal Irrigation District prior to construction plan approval. It shall be required that the system will be operated and maintained by the Caldwell Municipal Irrigation District.

3. Each lot, or building area, shall be provided with a pressure irrigation service in compliance with Caldwell Municipal Irrigation District standards.

4. All pressure irrigation mainlines shall be located in the public right-of-way or within a public utility easement, with a minimum width of 10 feet, centered over said mainlines as per current City standards.

5. Applicant shall place the pump station in an area that is easily accessible with a recorded perpetual easement sufficient for convenient access and maintenance of said pump station. The lot shall be owned and maintained by the homeowners association.

6. The applicant shall ensure that an adequate continuous irrigation supply flow is available to meet the pressure irrigation system requirements of CMID.

7. The applicant shall transfer a proportionate share of any existing water right(s), except those held in trust by an irrigation district, to the City of Caldwell for both irrigation and domestic water supply for the subject development. If this should occur, The City shall assist in registering the transfer.

8. Applicant shall pipe the pump station delivery ditch from the source point (head gate) to the pump station. Pump station overflow shall be piped from the pump station to the point of discharge into an irrigation facility/canal/drain/etc. maintained by an irrigation district.

9. Upon Applicants connection to or use of the existing irrigation pump station, should they choose to do so and CMID deems it appropriate to connect to, the applicant shall:
    a) Supply the City of Caldwell with a water model of the whole pressurized irrigation system including the piped overflow showing the system design meets all Caldwell Municipal Irrigation District standards.
    b) Applicant shall complete all upgrades to the system as required by CMID. Said upgrades will be determined during plan review"

10. All plans and construction drawings submitted to the City of Caldwell for review and approval for any out-of-season irrigation work to be performed within or across facilities located within (or owned by) irrigation districts other than CMID shall be submitted to the Caldwell Engineering Department no later than August 15th. Submittal of plans after this date may result in Applicant not receiving plan approval in time to complete out-of-season work.

Storm Drain

1. As noted previously, provision is to be made for the disposal of stormwater drainage in accordance with the City Stormwater Management Manual and any updates adopted subsequent to this application. A copy of this policy is available upon request. The engineer of record is to provide calculations, which indicate that the assumptions in his stormwater drainage plan comply with the requirements of the stormwater manual. In this case, if a storm water system is existing, the burden of proof is on the developer to verify the capacity is sufficient for the proposed development.

2. The applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on-site storm water detention facilities.

3. Storm water detention basins are required to remain on-site outside any roadways or proposed private streets consistent with public roadways to be operated and maintained by the Homeowners Association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Plat

1. Prior to approval of the final plat, subdivision facilities must be completed or an appropriate construction security provided. There may be temporary restrictions to the obtaining of building permits, even with acceptable construction security, depending on fire protection, emergency service requirements, and City approval of the sanitary sewer system. A 20% temporary restriction to obtaining of building permits will be enforced until all facility construction has been completed, inspected and certified by the Applicants engineer including all punch list items.

2. A note shall be added to the final plat stating that no lot shall have direct access to/from Middleton Rd.

3. Upon recordation of the plat, the Engineering Department is to be provided with a PDF copy of the recorded final plat.

4. An electronic (dwg.) copy of the Final Plat suitable for mapping and addressing purposes will be required with Final Plat application submittal.

Date 03/02/2026

Caldwell City – Planning and Zoning
Re: Case Number: SPP25-000010, Shadow Glen Commercial Subdivision,

Dear, Planning & Zoning

The Caldwell City Fire Department District has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the 2018 International Fire Code (IFC) as adopted by the Idaho State Fire Marshal's Office.

Caldwell Fire Department Details

Nearest Fire Station:
Station 13 11925 Skyway St. Caldwell
Distance: 1.4 miles
Estimated response time: 3 minutes

Distance from Station	Service Expectation	Staffing & Apparatus	Typical Response Time Goal
0–1 mile	Immediate—high-priority	First-due company (engine)	≤4min travel, ≤5min total
1–2 miles	Very rapid—high-priority	First-due company, backup	≤4min travel, ≤5min total
2–3 miles	Rapid—standard coverage	First-due w/ backup	≤6min travel, ≤9min total (full alarm)
3–4 miles	Slower—moderate	Closest available, limited	6–8min travel
4–5 miles	Extended	Closest company, delayed	>8min travel, variable

Properties located 3–4 miles from a fire station are at the limit of effective coverage and may experience service delays.

Developments beyond 5 miles are generally not recognized by ISO as having fire protection, and response to these areas will be significantly delayed.

Conditions:

2. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).

3. Roadway serving a fire hydrant shall be a minimum of 26-feet in width. (IFC D103.1)

4. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)

5. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)

6. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (IFC 503.2.4)

7. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 80,000 pounds. Please provide documentation the road surface meets this standard. (IFC D102.1)

8. Fire apparatus access roads shall not exceed 10 percent in grade. (IFC D103.2)

9. An automatic fire sprinkler system installed per NFPA 13R may be required dependent on occupancy and use classification.

10. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made

serviceable prior to and during the time of construction except where approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with (IFC Section 505.2.

11. **SECTION D104 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS D104.1** Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

12. An Automatic Fire Detection System and Fire Alarm System may be required based on the occupancy type and evaluation of hazards with the structure. 901.4.4

13. An eKnox lock box, shall be installed on the outside of the building by the main entrance and by the sprinkler room. Additional eKnox Key boxes may be required based on occupancy and proximity of other Boxes. Each eKnox Box shall have labeled master keys to every lock within the structure. The final number and location shall be with the approval of the Caldwell Fire Marshal or designee. 506.1

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and City of Caldwell Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Alan Perry
Deputy Chief
Fire Marshal
Caldwell Rural Fire Protection District
Aperry@cityofcaldwell.org

Memorandum

To: April Cabello, Planner II
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: SPP25-000010 Shadow Glen Commercial

Date: November 26, 2025.

The Mapping Department provides the following comments on a request by Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The parcel (R3431920700) is zoned C-1 and is in compliance with the Comprehensive Plan Future land Use Map. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho.

Address Number

1. Please contact the Mapping Department prior to permitting for addressing.

Street Names

1. Existing street names, approved.

Subdivision / Development Name

1. Approved.

TO: CALDWELL POLICE DEPARTMENT AND FIRE DEPARTMENT

FROM: CALDWELL PLANNING AND ZONING

DATE: 2/23/2026

DUE DATE: **3/10/2026**

REQUEST FOR INFORMATION

The Planning and Zoning Division is requesting additional information be provided for each land use case as requested by the Mayor and City Council.

SUBJECT: **Shadow Glen Commercial**

REQUEST SUMMARY: The applicant, Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The parcel (R3431920700) is zoned C-1 and is in compliance with the Comprehensive Plan Future land Use Map. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho.

Population Impact:

# of new residential units:	0
Projected population created by development: ***(# of SF units X 3) and (# of MF units X 2)***	0
Proposed commercial acreage:	1.52

POLICE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CPD projects future service needs based on demand, risk, community expectations, response performances, population, density, and development type.

Development Analysis and Impacts:

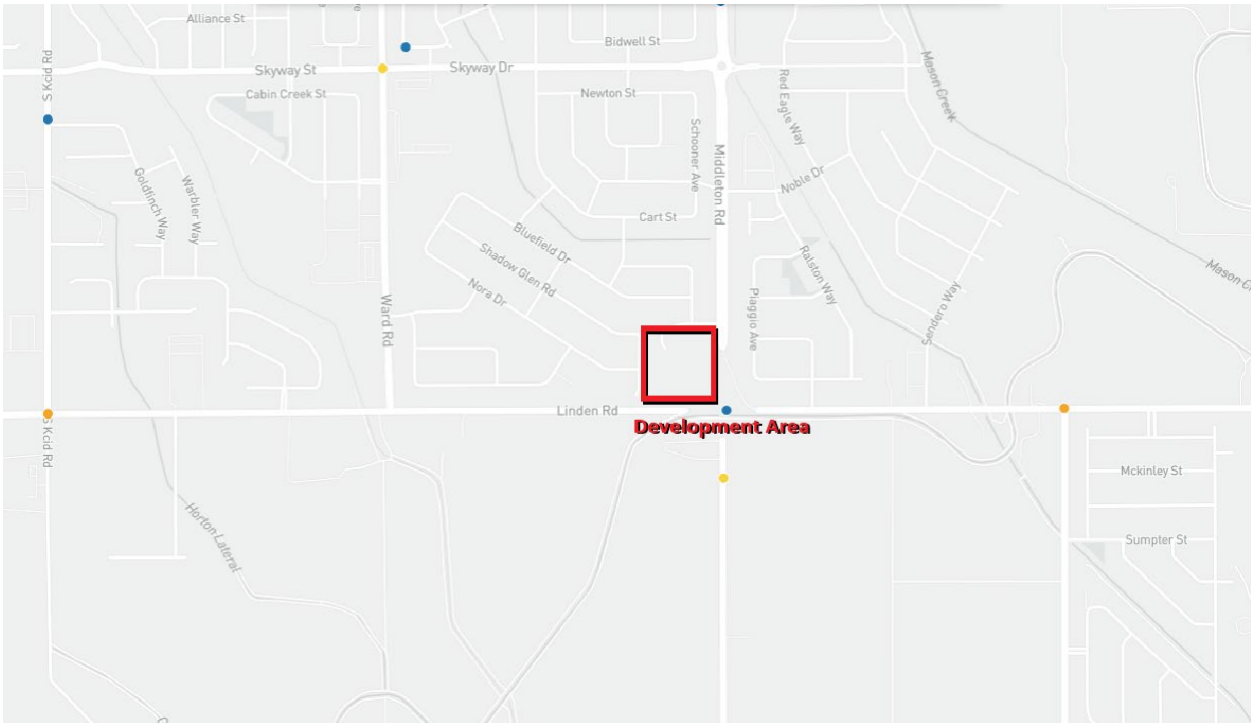
Demand for Service in this area (Total calls for service YTD)	Nearby adjacent reporting districts have an average of 155.75 calls for service each year to date. The nearby RD's (1H, 1I, 2E, 2K) have a combined total of 623 reactive CFS from January 1st to March 13th, 2026.
Call types within this area	**Top 20 Reactive Calls for Service in the Area**
Workload saturation in area (%)	Reporting districts 1H, 1I, 2E, 2K account for 427 (year to date) reactive CFS compared to a total of 4,824 total YTD. These RD's account for 3.23% of all reactive CFS YTD.
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No

Nature	#	%
Follow Up	20	6.85%
Abandoned Vehicle	14	4.79%
Suspicious	13	4.45%
Attempt to Locate	11	3.77%
Citizen Assistance	10	3.42%
Parking Problem	9	3.08%
Vehicle Accident	9	3.08%
Welfare Check	8	2.74%
Disturbance	8	2.74%
Juvenile Problem	8	2.74%
Animal Control Barking Dog	7	2.40%
Agency Assist	7	2.40%
911 Cell Open Line	7	2.40%
Alarm-Commercial	7	2.40%
Animal Control Animal at Large	7	2.40%
911 Disconnected Call - Cell	7	2.40%
Noise Complaint	6	2.05%
Reckless Driver	6	2.05%
Alarm-Residential	6	2.05%
Area Check	5	1.71%

Will this development necessitate additional police resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☒ Yes ☐ No

Traffic Crash Data for Area:

Provide comments below for crash data in area surrounding development.



The area surrounding the new commercial development has seen YTD (from January 1st to March 13th)

8 Vehicle Crashes Total:

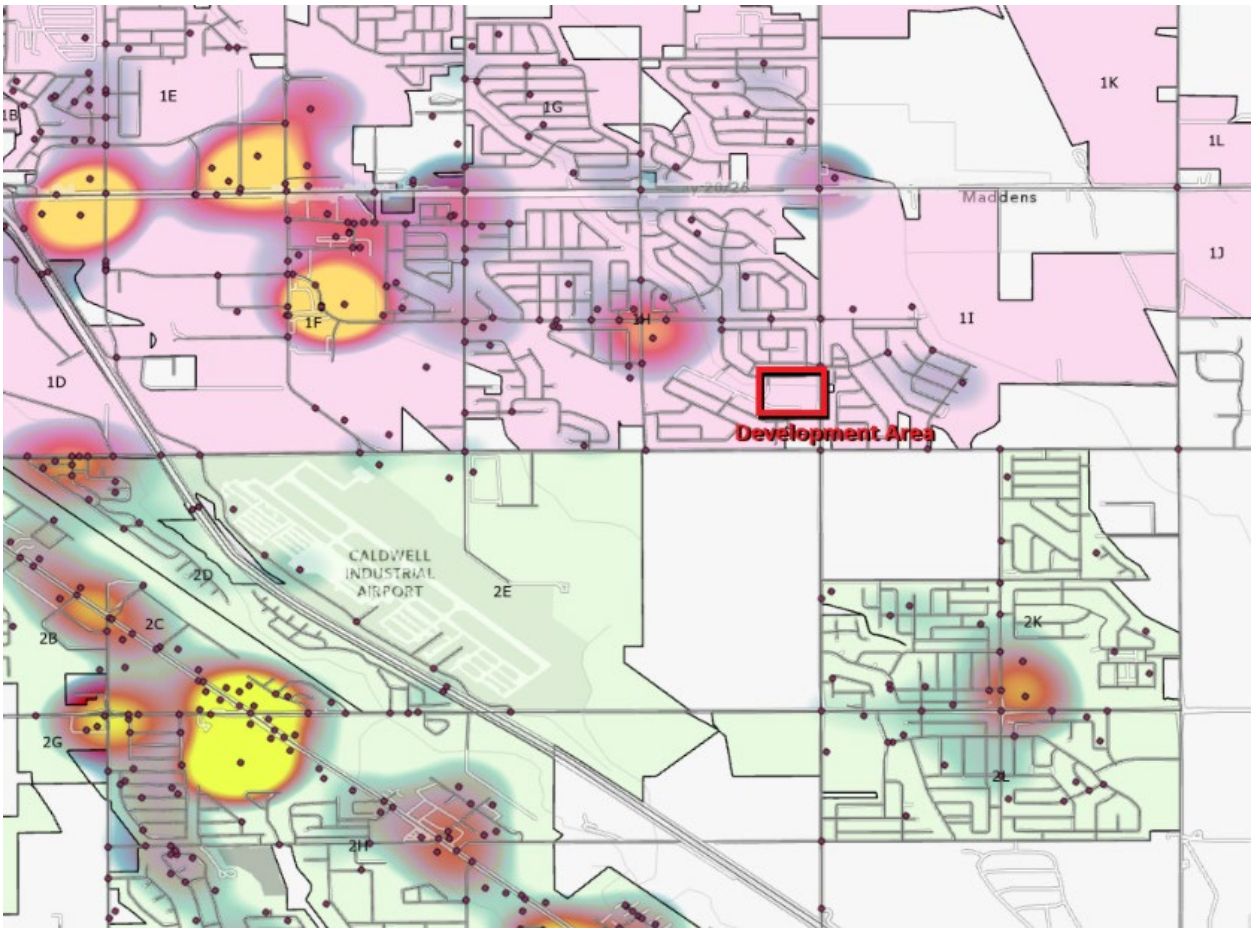
5 of which were Intersection related

3 of which had possible injuries

2 of which had suspected minor injuries

Hot Spot Mapping (if applicable):

Please attach a map of hot spots and provide comments here to explain such attached mapping.



Each small red dot represents a reactive call for service, the darker areas represent a higher density of calls for service, and the bright yellow areas represent the highest density.

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on the police department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

The additional demands placed on the police department from this commercial development highly depend on the nature of the vendors that would inhabit the locations. Generally, commercial locations generate very few calls for service one their own, with the exception of Banks, Gas Station, Vape Shops, and Liquor Stores to name the statistically highest offenders of commercial locations that are of this size.

FIRE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CFD projects future service needs based on population, population density, response times, service demand, and development types.

Emergency Response Time Analysis and Service Impact:

The Caldwell Fire Department has benchmark standards for the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public. This standard provides for a travel time of 4:00 minutes, 90% of the time to reach emergency incidents within their jurisdiction with the first arriving unit.

Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Closest fire station (in miles) to site:	
Approximate response time to site:	
Adequate fire flow capacity to serve proposed development?	☐ Yes ☐ No
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☐ No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☐ Yes ☐ No

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on fire department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

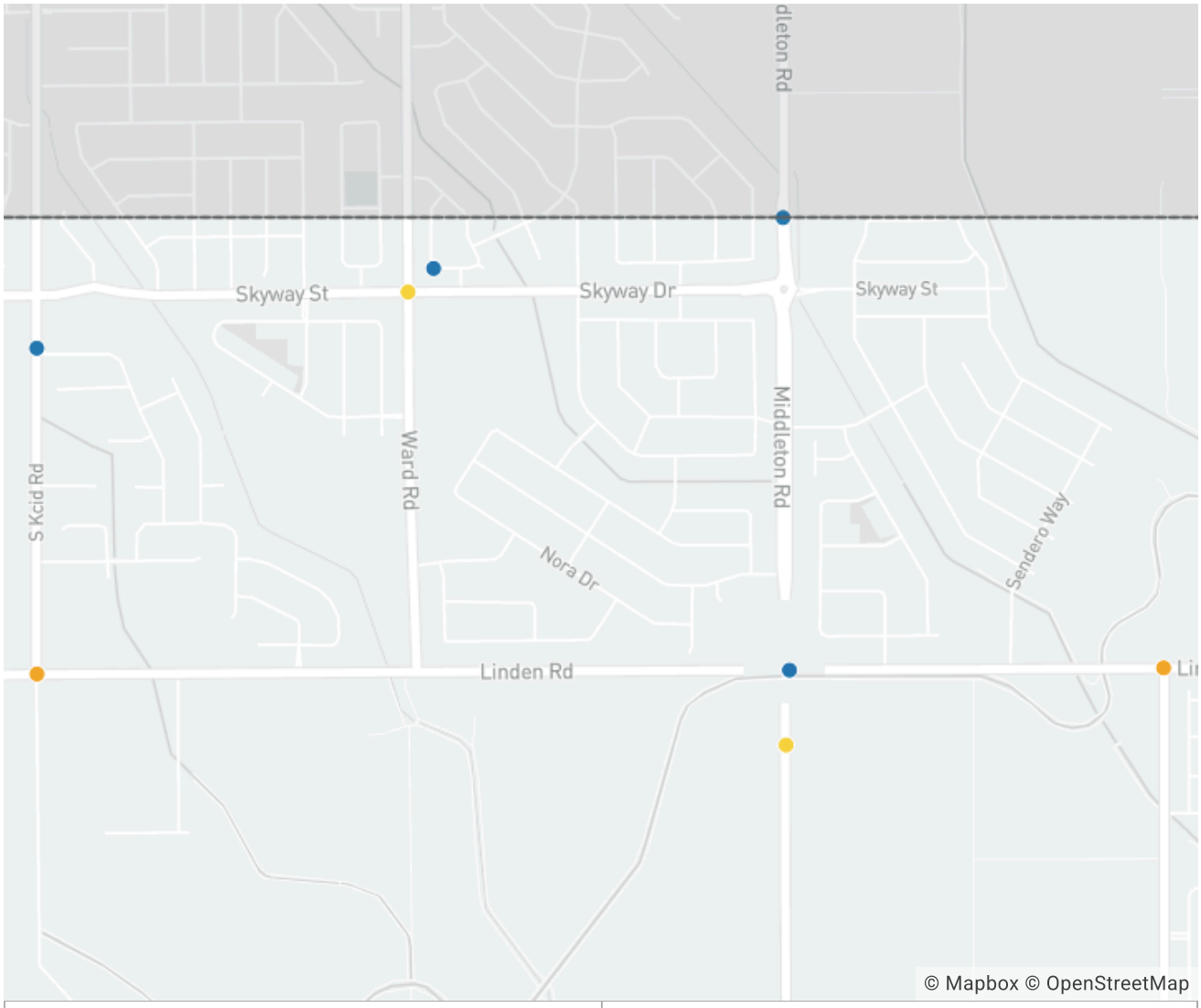
CRASH SUMMARY REPORT

Shadow Glen Crash Study

Created on March 13, 2026
Created by Marlon Leslie
Data extents: January 1, 2026 to March 13, 2026

Applied Filters

Shape: Polygon



Total Crashes	8	Fatal Crashes	0

ITD Crash Summary	Crash	
Total Crashes	8	100.00%
Intersection Related	5	62.50%
Distracted Driver Related	2	25.00%

Fixed Object	2	25.00%
Alcohol Related	1	12.50%
Impaired Driver Related	1	12.50%
Motorcycle Related	1	12.50%
Work Zone Related	1	12.50%
+ 5 more	0	0%

Date & Time (Year)		Crash
2026	8	100.00%
+ 18 more	0	0%

Crash Severity (# of Crashes)		Crash
(O) Property Damage Report	4	50.00%
(B) Suspected Minor/Visible Injury	2	25.00%
(C) Possible Injury/Complaint	2	25.00%
+ 2 more	0	0%

Injury Name		Person
No Apparent Injury	12	70.59%
Possible Injury	3	17.65%
Suspected Minor Injury	2	11.76%
+ 3 more	0	0%

Intersection Related		Crash
Yes	5	62.50%
No	3	37.50%
N/	0	0.00%

Date & Time (Day of Week)		Crash
Monday	1	12.50%
Tuesday	1	12.50%
Wednesday	3	37.50%
Thursday	1	12.50%
Saturday	1	12.50%
Sunday	1	12.50%
Friday	0	0.00%

County		Crash
Canyon	8	100.00%

+ 43 more	0	0%

Operator Action		Unit
Going Straight	6	40.00%
Negotiating Curve	2	13.33%
Turning Left	2	13.33%
Backing	1	6.67%
Merging	1	6.67%
Parked Vehicle	1	6.67%
Stopped in Traffic	1	6.67%
Turning Right	1	6.67%
+ 48 more	0	0%

Unit Type		Unit
Car	7	46.67%
Pickup	3	20.00%
SUV/Crossover	3	20.00%
Motorcycle	1	6.67%
Van - 1 to 8 seats	1	6.67%
+ 25 more	0	0%

Urban / Rural		Crash
Urban	8	100.00%
Rural	0	0.00%

Contributing Circumstances (All)		Crash
None	7	87.50%
Inattention	2	25.00%
Alcohol Impaired	1	12.50%
Drove Left of Center	1	12.50%
Failed to Obey Stop Sign	1	12.50%
Failed to Yield	1	12.50%
Following Too Close	1	12.50%
Improper Backing	1	12.50%
+ 33 more	2	25%

Most Harmful Event		Crash
Angle Turning	2	25.00%
Head-On Turning	1	12.50%

Overturn	1	12.50%
Parked Car	1	12.50%
Rear-End	1	12.50%
Side Swipe Opposite	1	12.50%
Side Swipe Same	1	12.50%
+ 57 more	0	0%

EXHIBIT 3:

COPY OF AGENCY NOTIFICATION LETTER SENT, LIST OF AGENCIES NOTIFIED, AND AGENCY COMMENTS

OUTSIDE AGENCY WRITTEN TESTIMONY

Outside Agency Response Deadlines: **3/12/2026**

CITY OF CALDWELL
PLANNING AND ZONING DEPARTMENT

205 S 6th Avenue, Caldwell, ID 83605 | Office: 208-455-3021
https://www.cityofcaldwell.org/departments/planning-and-zoning

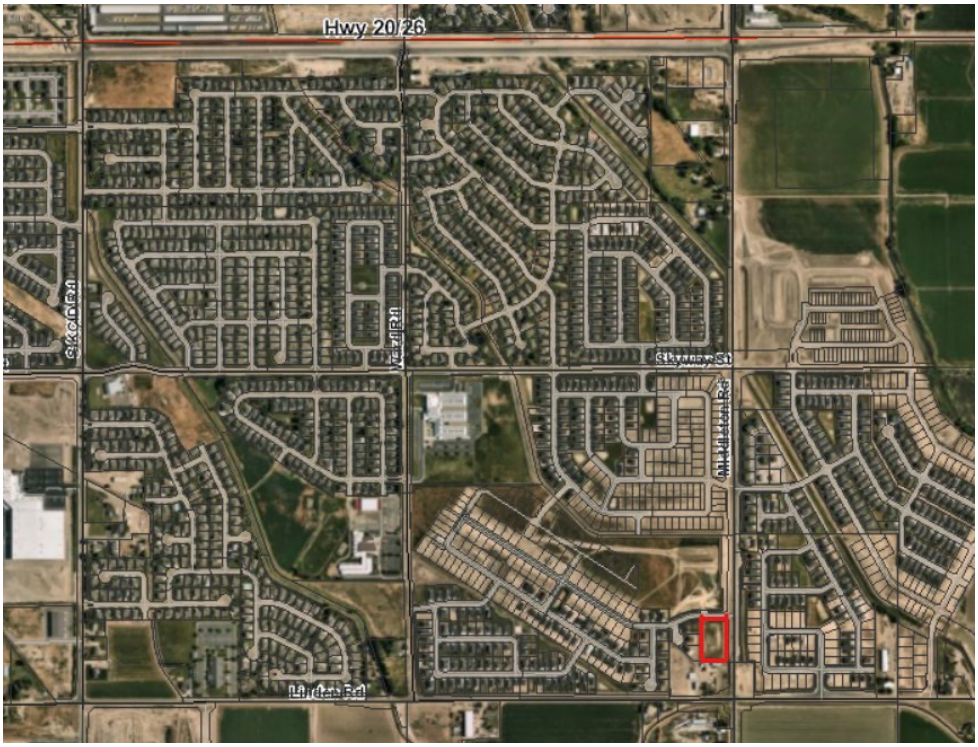
PUBLIC AGENCY NOTIFICATION – RESPONSE REQUESTED

Transmittal Date:	11/7/2025		
1ST HEARING DATE:	3/24/2026	**HEARING BODY:**	Hearing Examiner
2nd HEARING DATE:	4/20/2026	**HEARING BODY:**	City Council
Application Case No(s):	SPP25-000010, ZON26-000002		
Project Name:	Shadow Glen Commercial		
Site Address:	0 Shadow Glen Dr.		
Site Parcel ID:	R3431920700		
Site Location:	West side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd.		
Applicant:	Jordan Moorhouse 4660 N. Penngrove Way Ste, 120, Meridian, ID 83646 jordan@moorhouserealestate.com, 208-761-7227		
Property Owner:	SM4, LLC. 3536 W. Ryder Cup Dr., Meridian, ID 83646		
Agent Name:	Same as applicant		

You are hereby notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509, that the City of Caldwell has accepted the following application(s).

You are invited to provide written testimony by the date specified below to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

REQUEST SUMMARY: The applicant, Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a rezone for a portion of parcel R34319020700 from R-1 to C-1. The parcel currently has a split zone and the applicant would like to ensure the entire parcel is zoned C-1 as was intended when the lot was designated a commercial lot within the original Shadow Glen Subdivision. Concurrently, the applicant is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho.



APPLICATION PACKET: The complete application packet can be found on the City of Caldwell website under "Planning and Zoning Department/Current Case Files" or by clicking here.

OUTSIDE AGENCY COMMENTS: Your agency's comments are an important part of our decision-making process. When submitting comments, please reference Case No. listed above in responses and/or correspondence regarding this case. Comments received by the deadline date will be added to the Staff Report and to the hearing body's packet. Comments may be submitted by mail or email as follows:

Mail: Caldwell Planning and Zoning Department, P.O. Box 1179, Caldwell, ID 83605
Email: April Cabello, Planner II at acabello@cityofcaldwell.org

Please Note: We will assume that your agency has no objections or concerns if we do not receive written testimony or comments within the requested timeframe.

PUBLIC AGENCY NOTIFICATION LIST

The following political subdivisions, including schools, were notified of the application requests. A link to the full application packet was provided to each agency.

City of Caldwell Engineering Department
City of Caldwell Engineering Inspections
City of Caldwell Fire Chief
City of Caldwell Fire Marshall
City of Caldwell Building Department
City of Caldwell Police Chief
City of Caldwell Lieutenant Wright
City of Caldwell Mapping Department
City of Caldwell Code Compliance Division
City of Caldwell Economic Development
City of Caldwell Airport
City of Caldwell Water Department
Vallivue School District #139
Caldwell School District #132
Pioneer Irrigation District
Riverside Irrigation District
Canyon Hill Irrigation
Franklin Ditch Co.
Nampa-Meridian Irrigation Dist.
Black Canyon Irrigation District
Golden Gate Irrigation
Caldwell Lateral Irrigation
Wilder Irrigation District
Compass Idaho
Hilty, Bower, Haws & Seable
Caldwell Transportation
Brown Bus Company
Canyon Highway District #4
Nampa Highway District #1
Idaho Transportation Department
Valley Regional Transit
Canyon County Development Services
Canyon County Plat Room
City of Nampa Planning and Zoning
Boise Project Board of Control
Southwest District Health
Idaho Power
Intermountain Gas
DTG Maps (only for final plats)
Boise River Flood Control Dist. #10
Bureau of Land Management
Bureau of Reclamation - Snake River Area Office
Corps of Engineers
Idaho Fish and Game
Department of Water Resources
College of Idaho
Department of Lands
USPS Caldwell
Union Pacific Railroad

April Cabello

Subject: FW: Revised Request for Agency Comments - Shadow Glen Commercial

---

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Monday, March 2, 2026 8:44 AM
To: April Cabello <acabello@cityofcaldwell.org>
Subject: RE: Revised Request for Agency Comments - Shadow Glen Commercial

Hello,

After careful review of the transmittal submitted to ITD on February 25, 2026, regarding, Shadow Glen Commercial, the Department has no comments or concerns to make at this time. This application does not meet thresholds for a Traffic Impact Study, nor does it pose any safety concerns. If you have any questions, please contact Kendra Conder at 208-334-8377 /Kendra.Conder@itd.idaho.gov

Thank you
Mila Kinakh
D3 Planning and Development

From: Morgan Bessaw <mbessaw@cityofcaldwell.org>
Sent: Wednesday, February 25, 2026 12:52 PM
Subject: Revised Request for Agency Comments - Shadow Glen Commercial

---

Dear Outside Agencies and Internal City Departments:

You have previously received a request for comment on this preliminary plat. However, since that time the applicant has added a rezone application to the preliminary plat application so it is being re-noticed. Any comments already received will continue to be included in the packet, if you have no additional or revised comments you do not need to respond to this email again.

You are hereby being notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509.

Outside Agencies:
Outside agencies are invited to provide written testimony and/or comments by the date specified within the attached notification. The deadline for written testimony is to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

Additional Information:

If you would like additional information, please contact the planner listed within the notification or visit the website link for review of the full application submission packet.

EXHIBIT 4: MINUTES OF THE HEARING EXAMINER

HEARING EXAMINER
MEETING MINUTES
Tuesday, March 24th, 2026 @ 1:30 pm
Caldwell City Council Chambers Room, 205 S. 6th Avenue, Caldwell, Idaho

CALL TO ORDER – Hearing Examiner, Ms. Sabrina Durtschi opened the meeting for the public hearing at 1:30 p.m.

REVIEW OF PROCEEDINGS (OPENING STATEMENT) – Ms. Sabrina Durtschi outlined the procedures for the public hearing.

MEMBERS PRESENT: Angelica Gomez (Administrative Assistant); Morgan Bessaw (Deputy Director); Hallie Hart (City Engineer)

CONSENT CALENDAR:

OLD BUSINESS: None

NEW BUSINESS:

1. **ACTION ITEM: Public Hearing Quasi-Judicial: Case Number DEV25-000009, PUD25-000004, SPP25-000013:** The applicant, Eli Benski of Brighton Co., on behalf of the landowner, DWT Investments, is requesting a Development Agreement Modification, Planned Unit Development, and Preliminary Plat for Aviary Heights Subdivision. The subject sites have existing zoning of H-C (Mixed-Use / Regional Commercial), R-2 (Community Residential), and R-1 (Neighborhood Residential), where the current City comprehensive plan future land use map place types are Neighborhood 2, Neighborhood 3, and Mixed Use Center. The applicant is requesting approval of a planned unit development and preliminary plat for Aviary Heights Subdivision, a mixed-use subdivision with 305 single-family detached and attached residential building lots, 11 commercial lots, and two (2) public/quasi-public lots for a future fire station and school lot. The 124.6 acre development is located on the west side of Midland Blvd, south of the Lower Fivemile Drain, generally at the northwest corner of the HWY 20/26 and Midland Blvd intersection. This application was continued until April 14th.

2. **ACTION ITEM: Public Hearing Quasi-Judicial: Public Hearing for Case Number SPP25-000010, ZON26-000002:** The applicant, Jordan Moorhouse, on behalf of SM4 LLC., is requesting approval of a rezone for a portion of parcel R34319020700 from R-1 to C-1. The parcel currently has a split zone and the applicant would like to ensure the entire parcel is zoned C-1 as was intended when the lot was designated a commercial lot within the original Shadow Glen Subdivision. Concurrently, the applicant is requesting approval of a preliminary plat application for Shadow Glen Commercial Subdivision, a commercial subdivision with four buildable lots. The 1.52 acre parcel is located on the west side of Middleton Rd., approximately 260 feet north of the intersection with Linden Rd., in Caldwell, Idaho.

   Jordan Moorhouse (Applicant) 2673 W Tango Creek Dr. Meridian, signed in favor of the application and gave a brief overview of the project.

   In response to the Hearing Examiner's question, Mr. Moorhouse stated that this application is not associated with the rest of the residential development.

   Morgan Bessaw (Deputy Director) 205 S. 6th Avenue, provided the staff report by outlining its contents by use of a PowerPoint presentation.

   In response to the Hearing Examiner's questions, Ms. Bessaw stated that code does not allow the creation of new split zone parcels, therefore, the applicant was required to submit a rezone application in addition to the plat to resolve the issue.

Ms. Bessaw continued with her PowerPoint Presentation.

Hallie Hart (City Engineer) 205 S. 6th Avenue, in response to the Hearing Examiner's question stated the utility services are available on Shadow Glen Dr. Access will also be taken on Shadow Glen Dr.

FINDINGS OF FACT AND CONCLUSSIONS OF LAW FOR Case Numbers SPP25-000010, ZON26-000002: The Caldwell Hearing Examiner accepts the Findings of Fact and Conclusions of Law outlined in the staff report, public testimony, and the evidence list. All adopted ordinances, standards and codes were used in evaluating the application. The proposed use was conditionally permitted by the terms of the ordinance and such conditions of approval.

ORDER OF DECISION FOR CASE NUMBERS SPP25-000010, ZON26-000002: Based on the Findings of Fact and Conclusions of Law, the Caldwell Hearing Examiner hereby orders that Case Numbers SPP25-000010, ZON26-000002, is recommended for approval by City Council, subject to the conditions of approval listed in the staff report.

There was no public testimony
There was no rebuttal

Ms. Durtschi closed the public hearing testimony at 1:41pm.

ADJOURNMENT

The Hearing Examiner adjourned the meeting at approximately 1:42 pm.

The next meeting for the Hearing Examiner will be on Tuesday, April 14, 2025, at 1:30 p.m.
Respectfully submitted by Angelica Gomez, Administrative Assistant

MINUTES APPROVED AND SIGNED BY THE HEARING EXAMINER, SABRINA DURTSCHI, ON THE DATE NOTED BELOW:

Ms. Sabrina Durtschi — 4.14.26 Date

ATTEST:

Morgan Bessaw, Deputy Director — 4-14-26 Date

A digital recording of the public hearing is available upon request.

Regular **Item:** 2.

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

ACTION ITEM: Consider Bill No. 3 (Ordinance No. 3737) associated with ZON26-000002, with a request to move for its passage by title only and approve the summary for publication.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Ord 3737 (Shadow Glen Commercial REZONE)_DM_final
2. Summary 3737 (Shadow Glen Commercial REZONE)_DM_final

BILL NO. 3
ORDINANCE NO. 3737

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM R-1 (NEIGHBORHOOD RESIDENTIAL) ZONE TO THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Hearing Examiner and following the public notice and hearing procedures as required in Section 10-03-12, Caldwell Municipal Code, approved Case No. ZON26-000002 (Shadow Glen Commercial) at a public hearing held this 20th day of April, 2026.

Section 2. The parcel(s) are within the City of Caldwell, Idaho and the applicant has requested that said following described property(s) should be rezoned as follows:

Parcel R3431920700 from R-1 (NEIGHBORHOOD RESIDENTIAL) to C-1 (NEIGHBORHOOD COMMERCIAL);

A parcel(s) of land being more particularly described in Exhibit A: Legal Description and as shown in Exhibit B: Map Exhibit.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above-described property(s) on the official zoning map and other area maps of the City of Caldwell, Idaho as C-1 (Neighborhood Commercial).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

EXHIBIT B: MAP EXHIBIT

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3737
REGARDING ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM R-1 (NEIGHBORHOOD RESIDENTIAL) ZONE TO THE C-1 (NEIGHBORHOOD COMMERCIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

Ordinance No. 3737, provided for the rezone of:

A parcel of land being a portion of the SE ¼ SE ¼ of Section 30, T4N, R2W, BM, Canyon County Idaho, more particularly described as follows:

COMMENCING at the SE corner of the SE ¼ SE ¼; thence N00°25'03"E, 301.14 feet along the east boundary of the SE ¼ SE ¼; thence N89°46'26"W, 25.00 feet; thence N88°07'11"W, 149.55 feet to the **POINT OF BEGINNING**; thence N88°07'11"W, 100.89 feet to the SW corner of Lot 2 Block 6 of Shadow Glen Subdivision No. 2, Book 55 of Plats at Page 48, records of Canyon County, Idaho; thence N00°25'03"E, 364.18 feet along the west boundary of said Lot 2 extended to the centerline of Shadow Glen Drive; thence S89°43'04"E, 100.86 feet along said centerline; thence S 00°25’03"W, 366.99 feet parallel with the west boundary of said Lot 2 to the **POINT OF BEGINNING**. Containing 0.846 acres, more or less.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3737 was passed by the Council and approved by the Mayor on the 20th day of April, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 20th day of April, 2026, for publication on the 28th day of April, 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3737 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 20th day of April, 2026.

Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Action Item: Public Hearing for Case Number ANN25-000011, SPP25-000015, ZON25-000007: The applicant, Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for WestBilt Estates Subdivision, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho. The application was recommended for approval by the Planning and Zoning Commission on Wednesday, March 11, 2026.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. SR_CC_WestbiltEstates_2026-04-20

COMMUNITY DEVELOPMENT DEPARTMENT
Planning & Zoning Division

COVER SHEET

DOCKET NUMBER/CASE NUMBER	PROJECT NAME / TITLE
ANN25-000011 / SPP25-000015 / ZON25-000007	Westbilt Estates Subdivision
PUBLIC HEARING DATE	**PROPERTY /LOCATION**
4/20/2026 City Council	West of Lake Avenue, 1,700' south of Karcher

BRIEF SUMMARY OF APPLICATION REQUESTS:

☒ Annexation and Zoning ☒ Rezone ☐ Comp Plan Map/Text Amendment ☐ Zoning Ordinance Text Amendment
☐ Special Use Permit ☒ Preliminary Plat ☐ Planned Unit Development

PLANNING & ZONING COMMISSION RECOMMENDATION TO CITY COUNCIL

Recommended for APPROVAL to be forwarded to City Council for consideration.

IMPACT ANALYSIS SUMMARY

LAND USE			ESTIMATED RESIDENT POPULATION INCREASE	
# Proposed Single Family Units:	194	=	Population = (SF DU * 3):	582
# Proposed Multifamily Units:	0	=	Population = (MF DU * 2):	-
Proposed Commercial Acreage:	0		**TOTAL** EST. POPULATION INCREASE:	582

FIRE SERVICES	
Travel Response Time:	90% within 4 min.
Closest Fire Station (in miles):	4.4 miles
Est. Response Time to Site:	9 min.
Adequate Fire Flow Capacity is available or may be available at time of building permit and/or at the developer's expense.	☒ Yes ☐ No
Will this development have other significant impacts on the ability to provide services?	☒ Yes ☐ No
Will this development necessitate additional police resources and/or equipment beyond current levels?	☒ Yes ☐ No
Comments, Recommendations & Fiscal Impact:	
The addition of population and growth will directly impact services until CFD can increase services, expanding our capabilities.	

POLICE SERVICES	
Calls for Service in Area (YTD):	Nearby adjacent reporting districts have an average of 97.25 calls for service each year to date. The nearby RD's (2J, 2M, 2N, 2P) have a combined total of 389 reactive CFS from January 1st to March 2nd, 2026.
Call Types within Area:	

Top 20 Reactive Calls for Service in the Area

Nature	#	%
Follow Up	20	8.20%
Abandoned Vehicle	14	5.74%
Welfare Check	13	5.33%
Suspicious	13	5.33%
Disturbance	12	4.92%
AC Animal at Large	11	4.51%
Citizen Assist	9	3.69%
Attempt-Locate	9	3.69%
911 Disconnect Cell	8	3.28%
Juvenile Problem	6	2.46%
Harassment	6	2.46%
PD Accident	5	2.05%
Threatening	5	2.05%
911 Cell Open Line	5	2.05%
Fraud	5	2.05%
Civil Problem	5	2.05%
Alarm-Commercial	4	1.64%
AC Stray/Contained	4	1.64%
AC Barking Dog	4	1.64%
Area Check	4	1.64%

Workload Saturation (%):	Reporting districts 2J, 2M, 2N, 2P account for 389 (year to date) reactive CFS compared to a total of 4,027 total YTD. These RD's account for 9.66% of all reactive CFS YTD.
Traffic Crash Data:	
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No
Will this development necessitate additional police resources and/or equipment beyond current levels?	☒ Yes ☐ No

Comments, Recommendations & Fiscal Impact:

Currently, Caldwell has a 1.21 officers to 1000 citizens ratio, well below the national average (in 2019) of 2.4 officers to 1000 citizens. To accommodate the additional 582 citizens, would necessitate an increase of sworn officers by an additional .58 officers, less than one to maintain the 1.21 officers to 1000 citizens ratio.

SCHOOLS	
School District	Vallivue
Capacity to Serve (Based on Response from District)	☒Yes ☐No
Schools that will Serve Development Vallivue Map Caldwell Nampa	Falcon Ridge Elementary Vallivue Middle School Ridgevue High

UTILITIES AND INFRASTRUCTURE	
Water Capacity is available or may be available at time of building permit and/or at the developer's expense.	☒Yes ☐No
Sewer Capacity is available or may be available at time of building permit and/or at the developer's expense.	☒Yes ☐No
Is Municipal Irrigation Available?	☒Yes ☐No

TRAFFIC	
Traffic Impact Study Completed?	☒Yes ☐No ☐Not Required
Are Traffic Improvements Required for Development?	☒Yes ☐No
Are All Traffic Improvements Listed as Conditions of Approval?	☒Yes ☐No

DEVELOPMENT AGREEMENT	
Development Agreement?	☐Yes ☒No

REQUIRED INFRASTRUCTURE IMPROVEMENTS

☒ Curb and Gutter ☒ Sidewalk ☒ Street Widening
☐ Construction of Roundabout ☐ Traffic Signals
☒ Turn Lanes ☐ Well ☐ Lift Station
☒ Utility Main Line Extensions ☐ Crosswalks
☐ School Crossing Beacons
☐ Transit Stop ☐ School Bus Stop
☐ Public Pathways ☐ Landscaping / Open Space
☐ Land Use Buffering / Screening
☒ Other:
See engineering staff report for full list of requirements.

Caldwell Community Development Department
Planning and Zoning Division
STAFF REPORT / FINDINGS
Public Hearing Item | City Council | 4/20/2026

Staff Planner: Katie Wright

CASE NO(s): ANN25-000011 / SPP25-000015 / ZON25-000007
Project Name: Westbilt Estates Subdivision

HEARING BODY RECOMMENDATION

The Planning and Zoning Commission at the 3/11/2026 public hearing recommended APPROVAL of the Annexation, Rezone, and Preliminary Plat subject to the conditions listed herein.

CITY COUNCIL DECISION

This will be updated once the City Council has made a decision and prior to final signature.

The City Council at the 4/20/2026 public hearing, APPROVED/DENIED Case No (s): ANN25-000011 / SPP25-000015 / ZON25-000007

APPLICATION SUMMARY & PROPOSED LAND USE REQUESTS

- Annexation of Parcel R3282501200 (30.55 acres) with the initial zoning of R-2 (Community Residential)
- Rezone of Parcel R3282501100 (35.70 acres) from RS-2 (Semi-Rural Residential) to R-2 (Community Residential)
- Preliminary Plat for 194 single family homes on 51.09 acres.



Applicant:	Kelli Black, Bailey Engineering, Inc.
Property Owner:	HBU Investments, LLC and Rama Group
Parcel ID Number(s):	R3282501200 and R3282501100
School District:	*Vallivue*
Staff Summary of Review:	*Staff thoroughly reviewed and analyzed the above-listed applications and finds that all applications and development proposals are:* ☒ **COMPLIANT** with all applicable city codes, regulations and policies, if all conditions of approval are met. ☐ **NOT COMPLIANT** with all applicable city codes, regulations, and polices.

DECISION BODY – REQUIRED FINDINGS & APPROVAL CRITERIA

Before the Council approves any application, the Council must find and conclude the proposed applications are compliant with **Caldwell City Code approval criteria as listed within section VI. PUBLIC HEARINGS.**

BEFORE THE CALDWELL CITY COUNCIL
CITY OF CALDWELL, CANYON COUNTY, IDAHO

IN THE MATTER OF APPLICATION FOR ANNEXATION OF PARCEL R3282501200 (30.55 ACRES) WITH THE INITIAL ZONING OF R-2 (COMMUNITY RESIDENTIAL), REZONE OF PARCEL R3282501100 (35.70 ACRES) FROM RS-2 (SEMI-RURAL RESIDENTIAL) TO R-2 (COMMUNITY RESIDENTIAL), AND A PRELIMINARY PLAT FOR 194 SINGLE FAMILY HOMES ON 51.09 ACRES.	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION**
Property Owners: HBU Investments, LLC and Rama Group	)	Case No. ANN25-000011 / SPP25-000015 / ZON25-000007

I. APPLICATION FACTS

Applicant:	Kelli Black, Bailey Engineering, Inc.
Property Owner:	HBU Investments, LLC and Rama Group
Application Requests and Development Proposals:	Application for an Annexation of Parcel R3282501200 (30.55 acres) with the initial zone of R-2 (Community Residential); and Application for a Rezone of Parcel R3282501100 (35.70 acres) from RS-2 (Semi-Rural Residential) to R-2 (Community Residential); and Application for a Preliminary Plat for 194 single family homes on 51.09 acres.
Applicant Submission:	The applicant, Kelli Black, on behalf of the property owners, HBU Investments, LLC and Rama Group, submitted an application on 11/11/2025.
Proposed Site Location:	The subject site is located on the West side of Lake Avenue, 1,790' (approximately 1/3 mile) south of Karcher, with a property address of 0 Lake Avenue., described as a portion of SE ¼, NE ¼, and NE ¼ SE ¼ of Section 14, T3N, R3W, B.M.
Parcel Number(s):	R3282501200 and R3282501100
Property Size:	Approximately 66.25 acres, more or less
Jurisdiction:	Parcel R3282501200 is currently within Canyon County and Parcel R3282501100 is currently within the City of Caldwell.

Applicable Regulations and Guiding Documents:

Applications were thoroughly analyzed and reviewed for compliance with:

a. City of Caldwell Zoning Ordinance No. 1451, as amended
b. City of Caldwell Subdivision Ordinance, as amended
c. City of Caldwell Comprehensive Plan, as amended
d. Treasure Valley Tree Selection Guide
e. Bicycle and Pedestrian Master Plan
f. Caldwell Transportation Master Plan
g. Idaho Code

Public Notifications:

The following noticing was completed in accordance with Caldwell City Code Section 10-03-12:

Neighborhood Meeting Held (First)	7/9/2025
Neighborhood Meeting Held (Second)	1/8/2026
Public Agency Notification Sent (See attached exhibit for list of agencies notified)	12/5/2025
(500') Radius Notices Mailed - P&Z Commission Hearing (Min. 15 days prior to hearing)	2/19/2026
Legal Ad Published - P&Z Commission Hearing (Min. 15 days prior to hearing)	2/22/2026
Physical Site Posted - P&Z Commission Hearing (Min. 10 days prior to hearing)	2/24/2026
Applicant Proof of Posting Received - P&Z Commission Hearing	2/26/2026
P&Z Commission Public Hearing	3/11/2026
(500') Radius Notices Mailed – City Council (Min. 15 days prior to hearing)	3/31/2026
Legal Ad Published – City Council (Min. 15 days prior to hearing)	4/3/2026
Physical Site Posted – City Council (Min. 15 days prior to hearing)	4/5/2026
Applicant Proof of Posting Received – City Council (Min. 10 days prior to hearing)	4/8/2026
City Council Public Hearing	4/20/2026

Political Subdivisions Providing Services:

Fire:	Caldwell Fire
Police:	Caldwell Police
School District:	Vallivue
Water Services:	City of Caldwell (Municpal Water)
Sewer:	City of Caldwell (Municipal Sewer)
Trash:	Republic Services
Irrigation Services:	City of Caldwell (Pressurized Irrigation)

	Irrigation District:	Northern parcel – Pioneer Irrigation District Southern Parcel – Nampa and Meridian Irrigation District
	Others:	N/A

Political Subdivisions Notification and Comments:

In accordance with Idaho Code, notice was provided to all political subdivisions providing services within the planning jurisdiction, including school districts. Public agency comments were received from the following agencies and are included in their entirety as part of the official record and the exhibits attached hereto.

1. Boise Project Board of Control – States that no Boise Project facilities are located on this property and to contact Pioneer for comments on the Phyllis Canal.
2. Highway District #4 – States they operate and maintain Lake Avenue and that they are responsible for access permitting with a few other requests for the City to require/consider.
3. Idaho Transportation Department – No further recommendations or requirements.
4. Vallivue School District – General information on enrollment provided – no opposition stated; noted lack of future capacity and that it will be increasingly challenging to sustain anticipated enrollment levels in the years to come with the coming developments. They are concerned that Falcon Ridge Elementary will be at capacity before 2030.
5. City of Caldwell Engineering Department – Provided general conditions for approval for Westbilt Subdivision. Specific conditions are provided regarding the Traffic Impact Study and development timing. **See Exhibit 2 of this report for full comments from Engineering.**
6. City of Caldwell Fire Department – Stated the project can be approved and provided general conditions of approval. It is noted that if the proposed station adjacent to this proposed subdivision is not built, there will be an extended response time.
7. City of Caldwell Mapping Department – Stated the project can be approved and provided general conditions of approval.
8. City of Caldwell Police Department – Provided data for the staff report.

Public Comments Received:

In response to the public notices, no public comments were received at the time of the staff report.

a. Public testimony given at the public hearing will be included in the official minutes of the record.

Site / Project Background and History:

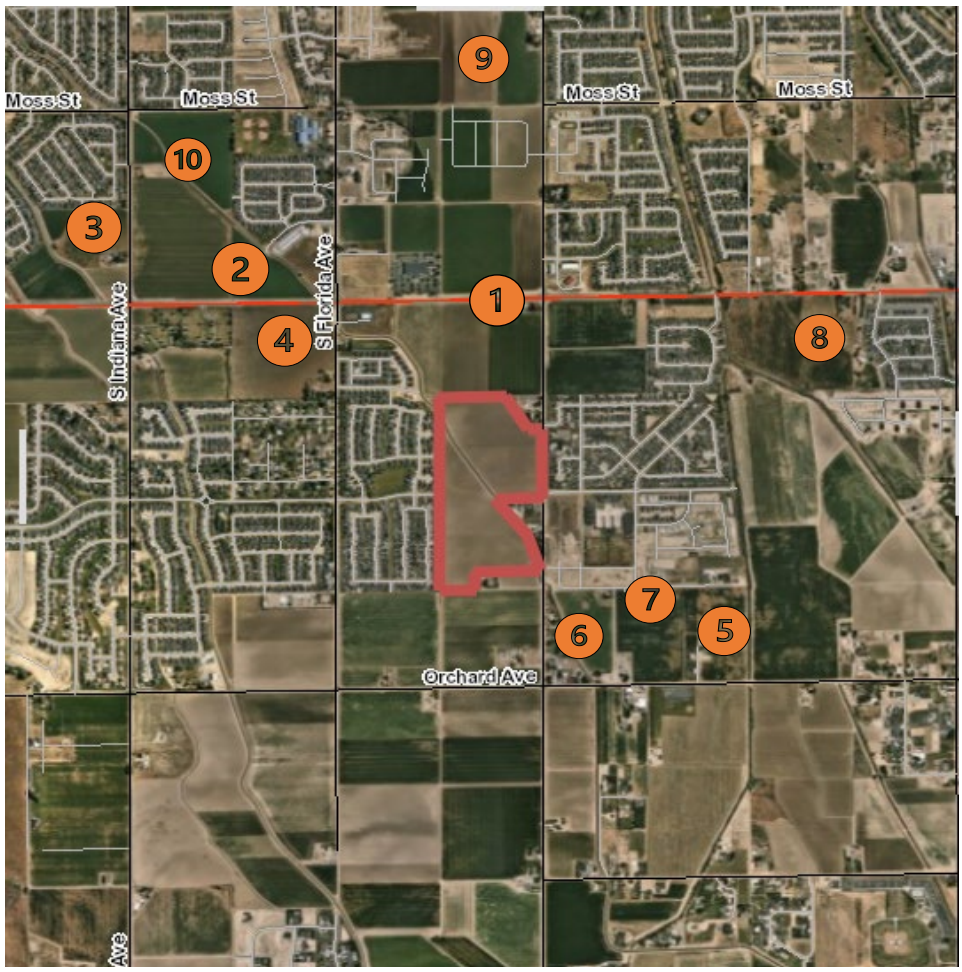
The southern parcel (R3282501100) was annexed into the City in 2007 with the initial zoning of RS-2 and a preliminary plat for 73 single family residential lots (ANN-156-07 / SUB/PUD-176P-07). There was a Development Agreement associated with this approval, but it was never recorded. The previous approvals have expired and are no longer active.

Site Features:

Floodplain:	The property is not within a flood zone.
Mature Trees:	None
Streams & Creeks:	None

	Wildlife Habitat:	None
	Riparian Habitat Area:	None
	Steep Slopes & Hillsides:	None
	Canals, Ditches, & Drains:	Phyllis Canal
	Other, Describe:	Outparcels – several outparcels are currently existing abutting the project area to the south and the east.
Site and Surrounding Zoning Classifications:	*Site:*	RS-2 (Semi-Rural – 2) – City Agricultural - Canyon County
	North:	H-C (Mixed-Use/ Regional Commercial) – City
	South:	Agricutural – Canyon County
	East:	R-1 (Neighborhood Residential) – City Agricultural – Canyon County
	West:	R-1 (Neighborhood Residential) - City
Site and Surrounding Land Uses (existing):	*Site:*	Farmland
	North:	The Charles PUD, Multi-family phase (approved, not fully built out)
	South:	Farmland and County Single-Family homes
	East:	Peregrine Estates County Single-Family homes Lakevue Elementary School
	West:	Cedar Crossing Subdivision
Site and Surrounding Comprehensive Plan Land Use Designations:	*Site:*	Neighborhood 2
	North:	Mixed-Use Center
	South:	Neighborhood 2
	East:	Neighborhood 2
	West:	Neighborhood 2

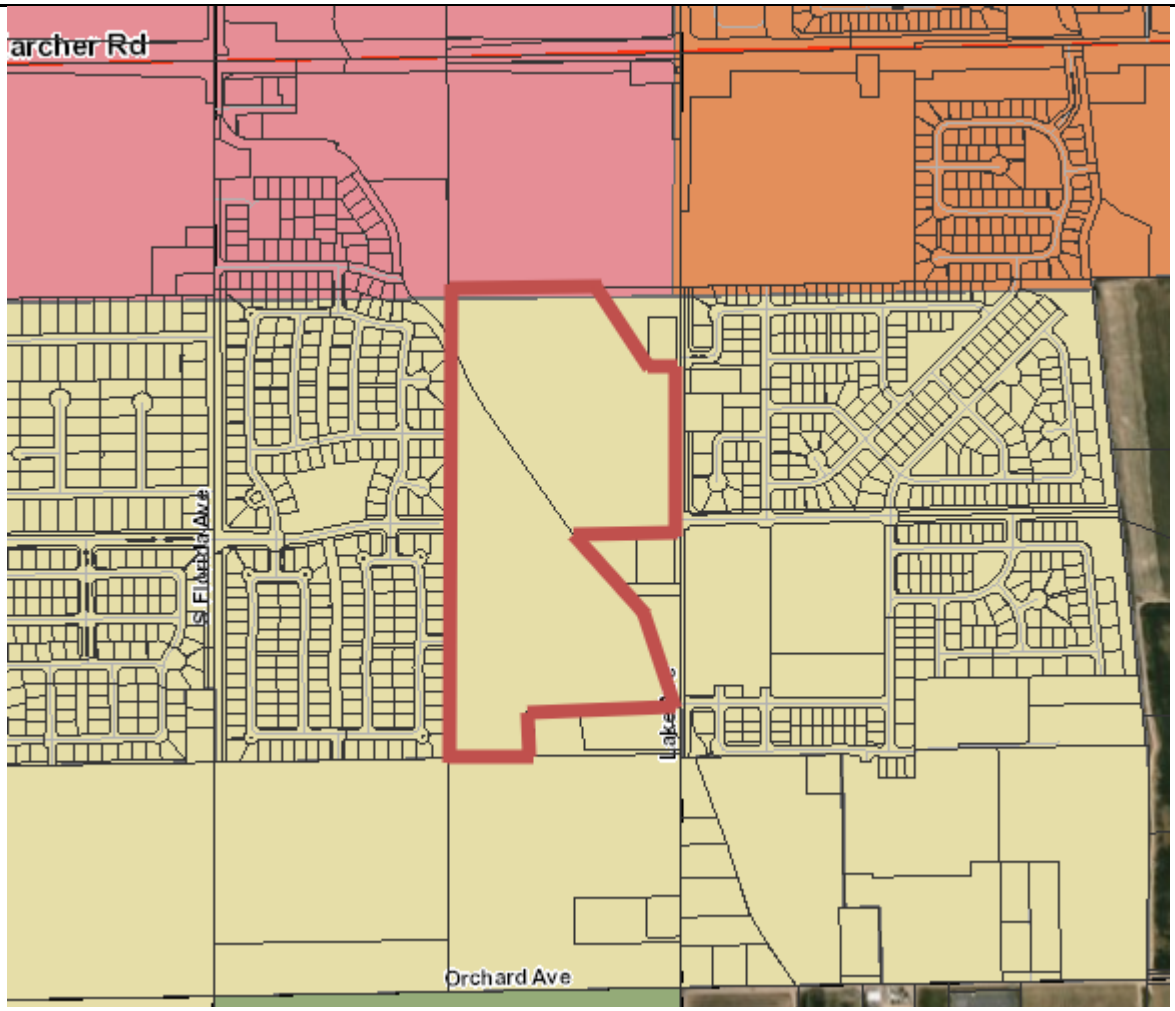
Approved Developments within 1-Mile Radius of Subject Site: Within a one-mile radius of the subject site, the following entitlements have been approved and are actively being built or have the ability to be built in the future.



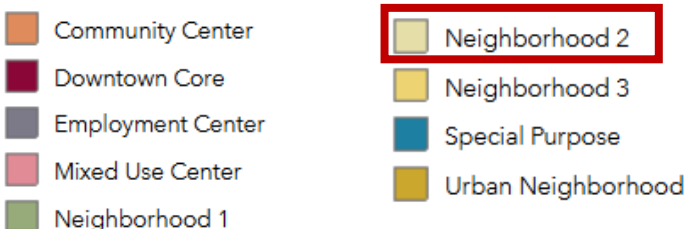
Map Exhibit #1 (Above): Approved Developments Surrounding Subject Site

Map Key	Description
1	The Charles – 134 single family homes, 1,115 multifamily units, and 38 acres of commercial; Phase 3 just submitted Construction Drawings
2	Karcher Commons – 532 multi-family units and 23.91 acres of commercial; phase 1 final plat has been approved but not recorded
3	Arrowrock Subdivision – 40 single family detached, 60 single family attached, 52 4, 5, 6 plex units and 2 commercial lots; phase 2 final plat has been approved but not recorded
4	West Haven – 215 townhomes and 7.61 acres of commercial; phase 1 final plat has been approved but not recorded
5	Peregrine East – 48 single family homes; has not submitted final plat
6	Peregrine West – 45 single family homes; has not submitted final plat
7	Peregrine Estates – 449 single family homes and a school site; Phase 9 has been submitted but not yet approved
8	Enclave – 152 single family homes and 5 commercial lots; submitted phase 1 final plat but has not yet been approved
9	Emery Sky – 149 single family, 7 duplexes, 2 four-plexes, and a daycare; phase 1 final plat has been submitted but not approved
10	Cedars No. 5 and 6 – 106 residential units, No. 5 Final plat has been approved but not recorded

II. STAFF REVIEW AND ANALYSIS – COMPREHENSIVE PLAN MAP ANALYSIS



Map Exhibit (Above): City of Caldwell Comprehensive Plan Map



The Comprehensive Plan Land Use Map depicts the subject site **(outlined in red).** The subject site is designated within the future land use map as Neighborhood 2. Surrounding parcels are designated as Mixed-Use Center to the North and Neighborhood 2 to the East, South, and West.

Neighborhood 2 Placetype is the primary residential place type in Caldwell. This encompasses residential areas that provide an array of low and mid-density housing options. These neighborhoods are located outside of most commercial centers but should still be well connected to nearby services. The residential gross density shall be between 2 and 8 dwelling units per acre.

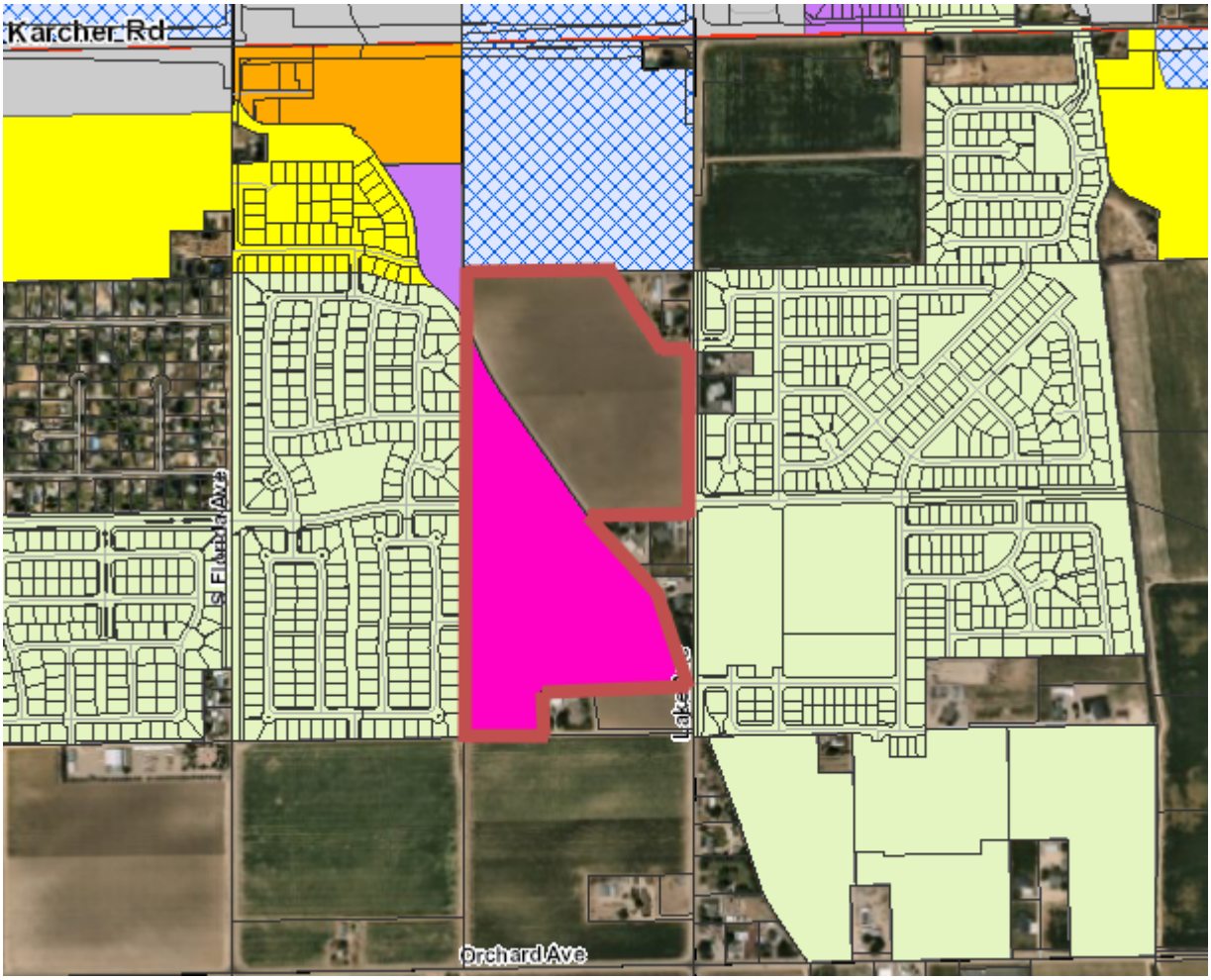
The applicant is proposing a residential density of 2.92 dwelling units per gross acre, where the allowed density is 2 to 8 units per gross acre.

The Design Character of Neighborhood 2 is intended to have low to mid-density housing with blocks about 300-600 linear feet long. Scaling and massing calls out that buildings shall be 3 stories or less and shall avoid abrupt change in height and building size through transition.

Staff Comment: *The density that is proposed meets the required density within the Comprehensive Plan and the code. This development proposes some blocks along the boundaries slightly longer than 600LF. This development will not exceed the suggested scaling and massing, as they are all single family homes. This also makes the need for transition from surrounding developments not applicable, as they are all single family homes, but the proposed development does use lot sizes as transition from larger county lots to smaller lots internal to the development. Staff finds the overall proposed development plan is generally consistent with the goals and policies from the adopted Comprehensive Plan as listed in Table 1 below, based on the known factors at the time of publication of this staff report:*

TABLE 1: CONSISTENT COMPREHENSIVE PLAN GOALS AND POLICIES	
CHAPTER 3: CONNECTED COMMUNITY	
Goal 1:	PROVIDE FOR THE EFFICIENT AND COST-EFFECTIVE MOVEMENT OF PEOPLE AND GOODS.
Policy 1.2:	Design local and collector streets in a manner that provides good circulation as well as connections to adjacent developments.
Policy 1.4:	Connect residential developments with existing streets and require future connections to the City's planned street system.
Goal 4:	ENSURE SAFE, COMFORTABLE, AND ACCESSIBLE PATHWAYS FOR PEDESTRIANS, CYCLISTS, AND OTHER NON-MOTORIZED USERS.
Policy 4.2:	Develop a continuous sidewalk network with enhanced crosswalks to safely connect residents to nearby destinations such as schools, parks, shopping areas, and other community amenities.
CHAPTER 5: WHERE RIVERS, PARKS, AND AGRICULTURE MEET	
Goal 2:	SAFEGUARD CALDWELL'S ENVIRONMENTAL FEATURES AND NATURAL RESOURCES.
Policy 2.3:	Preserve and buffer existing habitats, wetlands, ponds, seasonal pools, swales, greenways, and open spaces as the city grows.
Goal 4:	CREATE A NETWORK OF NON-MOTORIZED PATHS AND GREENWAYS TO CONNECT NEIGHBORHOODS WITH NATURAL FEATURES, RECREATIONAL SITES, AND SERVICE AREAS.
Policy 4.4:	Enhance connectivity through wayfinding for trails, paths, and greenways.
CHAPTER 6: QUALITY NEIGHBORHOODS TO CALL HOME	
Goal 2:	CREATE DISTINCT AND INCLUSIVE NEIGHBORHOODS WITH A FOCUS ON HIGH-QUALITY DESIGN, CONNECTIVITY, AND LIVABILITY.
Policy 2.5	Increase neighborhood access and resident mobility with off-street pedestrian paths and stub streets for future road connections.
Policy 3.4:	Develop lower-density residential neighborhoods adjacent to rural and agricultural lands.

III. STAFF REVIEW AND ANALYSIS – ZONING MAP AMENDMENT AND ANALYSIS



Map Exhibit (Above): City of Caldwell Zoning Map

R-S-1 Semi-Rural Residential-1	C-1 Neighborhood Commercial	I-P Industrial and Business Park
R-S-2 Semi-Rural Residential-2	C-2 Community Commercial	M-1 General Industrial
R-1 Neighborhood Residential	C-3 General Commercial	M-2 Heavy Industrial
R-2 Community Residential	C-4 Service Commercial	A-D Airport District
R-3 Urban Residential	C-C Downtown Central Business	MXC Mixed-Use / Regional Comm.
H-D Healthcare District	Downtown City Center	T-N Downtown Transition Neighborhood
Public District	C-D College District	

Zoning Map Analysis:

The proposed rezone from RS-2 (Semi-rural Residential -2) to R-2 (Community Residential) and Annexation request for an initial zone of R-2 are compatible with the Neighborhood 2 Placetype.

According to Caldwell City Code, the purpose of the R-2 (Community Residential) zone is to "provide areas by zoning procedures in accordance with the comprehensive plan that accommodates a larger variety of lot sizes and housing types. This includes single-family residential (including accessory dwelling units) and missing middle

housing types such as townhomes, duplexes, triplexes, fourplexes, cottage courts, small scale multi-family, or mansion house apartments. Supporting or secondary land uses may include small-scale mixed-use or live/work housing types, and commercial activities and services that are generally only found at major intersections of arterial and collector roadways".

Staff Comment: *The applicant is proposing a single-family subdivision which serves as a transition from the multi-family to the North to the county properties to the South. The surrounding uses on the East and West are single family developments. Cedars Crossing Subdivision to the West has larger lots (around approximately 9,000sqft), which Westbilt proposes to accommodate by providing residential lots that range from approximately 8,000sqft to 14,000sqft. Westbilt is also proposing these larger lots along the East and South boundaries that are abutting the County residential properties to act as a transition in this area of the plat as well.*

IV. STAFF REVIEW AND ANALYSIS – PRELIMINARY PLAT AND DEVELOPMENT PLAN

The project proposes one hundred and ninety-four (194) single family detached dwellings. Single family detached is an approved land use within the R-2 zone.

Detailed Breakdown of Phasing and Types of Land Uses:

A detailed breakdown of the phasing and types of land uses for the proposed project are as follows:

Phased Development?	☒ Yes ☐ No	**How Many Phases?**	5

Residential Type	**# of Lots**	**# of Buildings**	**# of Dwelling Units**
Single-Family Detached	194	194	194
Common Lots	33	n/a	n/a
TOTAL	**227**	**194**	**194**

Dimensional Standards Analysis:

The Caldwell City Code provides bulk zoning standards for regulating the size, height, and setback requirements for buildings and structures within a particular zoning district; and standards for lot dimensions and spatial arrangements.

The following are the required bulk requirements and dimensional standards for the **R-2 zone** in accordance with Caldwell City Code, and the dimensions proposed by the subject development:

Minimum Lot Size	**Required**	**Proposed**
Interior Lot Area (sq. ft.)	4,000sqft	6,000sqft
Corner Lot Area (sq. ft.)	5,000sqft	7,548sqft
Minimum Lot Width / Frontage (ft.)	30'	50'

Setbacks	**Required**	**Proposed**
Front Yard Setback, Garage; Minimum (ft.)	22'	Setbacks shall meet code at time of building permits
Front Yard Setback, Living Area; Minimum (ft.)	15'	
Interior Side Yard Setback (ft.) (Minimum)	5'	
Street Side Yard Setback (ft.) (Minimum)	15'	
Rear Yard Setback (ft.) (Minimum)	15'	

Alley (Garage/Parking) Setbacks: Minimum (ft.)	5’	

Scale and Massing	Required	Proposed
Maximum Building Height (ft.) *	40’	Shall meet code at time of building permit
Residential Density Range in Gross units /acre	2-8du/acre	2.92du/acre

* Regardless of the zoning district, if a new mixed-use, multi-family, or non-residential structure is being built immediately adjacent to a single-family residence, the maximum height of the new structure shall be 30’ unless allowed to exceed such maximum height by special use permit approval. For the purposes of this requirement, immediately adjacent to shall mean within one hundred fifty (150) feet, as measured from structure to structure.

Staff Comments: *Staff finds that the applicant is proposing lots that exceed the minimum requirement for lot sizes and frontage in this zone, while also meeting the density required by code. The setbacks and height shall be reviewed for compliance with code at time of building permit.*

CCC 10-02-05 Off-Street Parking Standards:

The Caldwell City Code has provisions addressing the minimum and maximum number of off-street parking spaces accessory to designated uses, shared parking lots, off-street loading, parking lot lighting, electric vehicle parking, and bicycle parking.

The following provides an overview of the parking, loading and pedestrian amenity requirements for the proposed land uses, and the amount proposed by the subject development:

SINGLE FAMILY / TWO FAMILY DWELLINGS			
Off-Street Parking Spaces	**Required**	**Proposed**	
Off-Street Parking Spaces (Minimum)	2.0 per DU	2 per DU (each unit has a garage)	

Staff Comments: *The project was reviewed for compliance with all parking requirements and was determined to be in compliance with city zoning ordinances. Each house will have a garage and a driveway that will accommodate more than the required 2 parking spaces per house.*

Public Services, Utilities, and Facilities:

Sewer & Water: All utilities are available or will be available as outlined in the City of Caldwell Engineering staff report memo.

Irrigation Applicant is required to provide pressurized irrigation throughout the project in accordance with Caldwell City Code. The subject site is located within the Pioneer Irrigation District and the Nampa and Meridian Irrigation District boundaries. Any issues related to access to a pressurized irrigation system will be addressed in the City of Caldwell Engineering staff report memo.

Stormwater: The applicant proposes retaining storm water on site, per City Code.

Schools: The subject site is located within the Vallivue School District. The letter received from the district did stated that this district is nearing capacity with the growth of the City.

Police: Emergency police services are provided by the City of Caldwell Police. The nearest police station is approximately 4.98 miles away from the furthest point of the development.

Fire: Emergency fire services are provided by the City of Caldwell Fire. The nearest fire station is Station #2 and is approximately 2.75 miles from the development. There is a proposed fire station directly north of the proposed development.

Staff Comments: *Staff finds all utilities are available or will be available as outlined in the engineering staff report/ memo. Utilities are required to be designed and constructed in accordance with the City of Caldwell requirements for municipal facilities. All other public services and facilities are or will be provided to serve the site and any proposed land uses based upon the letters received from partner agencies.*

Transportation and Connectivity:

Street Frontage: The Westbilt Estates Subdivision has 695 feet of frontage along Lake Avenue, 985 feet of frontage along Cirrus Drive, and 820 feet of frontage along Cedar Rapids Drive. Cirrus Drive is proposed to be constructed as a full-width right-of-way through the subdivision to connect Lake Avenue to the existing Cirrus Drive stub at the west boundary of the subject site.

Street Classifications: Lake Avenue – Arterial; Cedar Rapids Dr. – Local; Cirrus Drive - Collector

Proposed Site Access: The Westbilt Estates Subdivision is proposing an access to Lake Avenue along the development's eastern boundary via Willowmere Street, an access to Cedar Rapids Drive along the development's northern boundary via Morel Avenue, a connection to the existing Cedar Park Drive to the West, a connection to the existing Kedros St. to the West, and a stub street to the south. Staff has recommended a condition that a stub street be provided to the parcel to the northeast (R3282500000 and R3282600000) to provide future connectivity if these parcels are to be developed in the future.

Traffic Impact Study (TIS): A TIS was required for this application due to the number of lots proposed. The TIS was prepared by Kimley Horn in April 2025 which accounted for 200 single family homes, which is above the number of single-family homes they are proposing with this submittal.

Traffic Impact Study - Project Build-Out Trip Generation	
Daily Trips:	1,909
AM Peak Hour Trips:	140
PM Peak Hour Trips:	191

Traffic Impact Study - Project Build-Out Total Traffic Conditions	
Intersections	Roundabout at Cirrus Drive and Lake Avenue All study area intersections operate at an acceptable level of service.
Required Improvements noted within Engineering Memo:	None noted within the traffic impact study.

Safe Routes to Schools:

As required by 10-02-02 (3), residential and multi-family subdivisions and/or developments within the "walk zone" of a school or where no walk zone map exists (within a 1 ½ mile radius of a school) shall provide safe and well-designed routes and crossings for children to bike or walk from their home to school. Such routes shall include:

- The shortest and safest routes.
- Level, ADA accessible sidewalks with minimum cross slope where sidewalks cross driveways. Sidewalk widths shall be determined by the functional classification of the street.
- Curb ramps in accordance with the latest ADA design standards.
- Pathways that connect to schools where needed.
- Crosswalk and/or protected crosswalks, as required by the city.

Staff Comments: *The applicant is proposing sidewalks to be constructed throughout the entirety of the development as well as connecting existing stub streets to provide connectivity and alternative options for getting to schools in the area.* ***Staff has conditioned that a cross walk be installed at Lake and Cirrus Drive to provide additional connectivity and safe access to Lakevue Elementary school.*** *This development is currently zoned to attend Falcon Ridge Elementary, but it is always beneficial to have additional school crossing connections in the event the attendance boundaries are modified.*

Landscaping, Open Space, Pathways and Amenities:

The Caldwell City Code specifies requirements for landscape street buffers, open space, land use buffers, and private and public pathways.

The following table provides an overview of the city code requirements, and the proposal presented by the subject development.

Street Landscape Buffers	**Min. Required**	**Proposed**
Lake Avenue – Arterial (695 LF):		
Buffer Width:	25’ wide	30’ wide
Sidewalk:	5’ wide detached or 7’ attached	7’ attached
Berms:	Yes	Yes
Class I tree:	One per 25 LF (350’) No more than 50% of the trees	14 Class I trees
Class II tree:	One per 35 LF (735’)	21 Class II trees
Shrubs:	One per 4 LF 695’/4 = 174 shrubs	174 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	6,060sqft – 26%
Boulders:	No	No
Cirrus Drive (north)– Collector (985 LF):		
Buffer Width:	20’ wide	20’ wide
Sidewalk:	5’ attached	5’ attached
Berms:	No	No
Class I tree:	One per 25 LF (500’) No more than 50% of the trees	20 Class I trees
Class II tree:	One per 35 LF (945’)	27 Class II trees
Shrubs:	One per 4 LF 985’/4 = 246 shrubs	246 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	8,190sqft – 42%

Boulders:	No	No
Cirrus Drive (south)– Collector (1,095 LF):		
Buffer Width:	20’ wide	20’ wide
Sidewalk:	5’ wide attached	5’ wide attached
Berms:	No	No
Class I tree:	One per 25 LF (200’) No more than 50% of the trees	8 Class I trees
Class II tree:	One per 35 LF (1,155’)	33 Class II trees
Shrubs:	One per 4 LF 1,095’/4 = 274 shrubs	274 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	10,660sqft – 50%
Boulders:	No	No
Cedar Rapids Drive – Local (820 LF):		
Buffer Width:	10’ wide	10’ wide
Sidewalk:	5’ wide attached	5’ wide attached
Berms:	No	No
Class I tree:	One per 25 LF (100’) No more than 50% of the trees	4 Class I trees
Class II tree:	One per 35 LF (770’)	22 Class II trees
Shrubs:	One per 4 LF 820’/4 = 205 shrubs	205 shrubs
Groundcover:	20-50% turf grass Min. 50% shrubs, flowers, and other vegetative groundcover (besides turf)	5,550sqft – 46%
Boulders:	No	No

Open Space:	**Min. Required**	**Proposed**
Qualifying Open Space (Minimum):	10% (6.59 AC)	15.58% (10.26 AC)

Amenities:	**Min. Required**	**Proposed**
	n/a	Pickleball court with shelter and seating Community Pool Community Playground with shelter

Pathways:	**Required**
(Public Pathways):	
Irrigation/Drain Pathways:	No
Regional Pathway (10’ multi-use):	Yes (Cougar Pathway)
Wayfinding and Directional Signage:	Yes
Fencing (Both Sides of Pathway):	Yes
(Other Pathways):	
Neighborhood Pathways (5’):	Yes
Community Pathways (8’):	Cougar Pathway

Staff Comments (Landscaping, Buffers, & Common Open Space):

Staff finds that the applicant is proposing street buffers that meet or exceed code requirements. The applicant is proposing to exceed code requirements for qualifying open space at 15.58%.

Regional Pathways:

Staff notes the 2040 Bicycle and Pedestrian Master Plan identifies the Cougar Pathway to run along the Phyllis Canal in this location. The pathway will connect to the existing pathway locating within Cedar Crossing to the northwest. The applicant is proposing the pathway within the development be 8' wide as well to stay consistent with the existing sections of the Cougar pathway. However, code requires this to be a Regional Pathway and this shall be 10' wide. City Council should decide if this pathway shall be 10' wide or 8' wide to match the existing pathway. The applicant is proposing 5' open vision fencing along the back of the residential lots against the Phyllis Canal and the public pathway to improve CPTED (Crime Prevention Through Environmental Design) applicability. The Planning and Zoning Commission added a condition that a pedestrian crossing be located at Laurel Wood Avenue to cross Cirrus Drive to provide connectivity.

Staff Comments: *The applicant is proposing an 8' wide pathway that would be consistent with the existing sections of the Cougar Pathway, yet the code requires Regional Pathways to be 10' wide.* ***However, Council should determine if the proposed pathway width is adequate due to the pathway connecting to an existing 8 foot path.*** *The submitted landscape plans depict 5' open vision fencing along the residential lot side of the waterways which is code compliant.*

Neighborhood and Community Pathways:

Neighborhood Pathways (5'): The applicant is proposing five-foot (5') wide micro pathways to provide pedestrian connectivity between and through common open space areas. The pathway will have a minimum five-foot (5') wide landscape buffer along both sides.

Community Pathways (8'): The applicant is proposing an eight-foot (8') wide regional pathway (Cougar Pathway), which will also satisfy the requirement for a community pathway as it will connect with existing, proposed, planned or possible future community pathways in adjoining residential subdivisions/developments, and that will meander through the subdivision or development to provide pedestrian connectivity through the subdivision or development.

Fencing and Screening:

The regional pathway requires open vision fencing, which the applicant is proposing 5' open vision fencing. No other fencing is required by code, but the applicant is proposing 6' vinyl fencing along the perimeters of residential lots as well as at the rear of the street landscape buffers and is compliant with fencing standards outlined in City code.

V. STAFF REVIEW AND ANALYSIS – AREAS OF SPECIAL CONCERN

Staff has no additional comments or concerns regarding this application that have not already been outlined within the staff report.

VI. PUBLIC HEARINGS

1. **PLANNING AND ZONING COMMISSION PUBLIC HEARING**

A public hearing on the requests was held before the Planning and Zoning Commission on 3/11/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The Commission reviewed and considered all records, evidence, testimony, and facts presented, prior to making a recommendation for APPROVAL to be forwarded to City Council.

2. **CITY COUNCIL PUBLIC HEARING**

A public hearing on the subject applications was held before the City Council on 4/20/2026, at which time city staff presented a staff report along with an analysis of the application and all pertinent information on the case, followed by the applicant's presentation, and testimony in opposition, neutral, and in favor.

The City Council reviewed and considered all records, evidence, testimony, facts presented, and recommendations in making their decision.

Based upon compliance with the conditions noted herein, the City Council found and concluded the following:

THE FINDINGS BELOW ARE WRITTEN IN BOTH APPROVAL AND DENIAL.

THE CITY COUNCIL WILL DECIDE IF THE INDIVIDUAL APPLICATIONS ARE COMPLIANT WITH THE CORRESPONDING CRITERIA AS LISTED BELOW.

NOTE: *The findings will be updated prior to signature to represent the decision made at the hearing.*

Annexation – OWNER CONSENTED

REQUIRED APPROVAL CRITERIA
Caldwell City Code Section 10-03-01: Annexations, Deannexations and Preannexations and Idaho Code 50-222 outlines the Conclusions of Law for approving annexations with consent. • **Owner consented annexations are not subject to judicial review and the City Council DOES NOT have to make express findings of such.**

Zoning Ordinance MAP Amendment

REQUIRED APPROVAL CRITERIA
The City of Caldwell 2040 Comprehensive Plan, Caldwell City Code Sections 10-01-05: Official Zoning Maps and the Comprehensive Plan, 10-01-07: Zoning Upon Annexation, and 10-03-02: Zoning Ordinance Text and Map Amendments - Rezones outlines the approval criteria pertinent to zoning ordinance text and/or map amendments. **The city council, prior to approving any ordinance map amendment request, shall find and conclude the requests have met the criteria identified below.**

Criteria	Findings and Conclusion	
	Compliant	Not Compliant
The request has met compliance with all public notice and hearing requirements of the City Code and Idaho Code.		
The proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies. If the request is not in accordance with the adopted comprehensive plan, the request for amendment shall not take place until after the comprehensive plan has been amended under notice and hearing procedures provided in this chapter and within section 67-6509, Idaho Code.		
The proposed map amendment is consistent with the purpose statement of the proposed zoning district.		
The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood, or has proposed efforts to mitigate or minimize such adverse impacts		
The information provided from the agencies having jurisdiction over the public facilities needed for this site indicate that adequate public facilities exist, or are expected to be provided, to serve all uses allowed on this property under the proposed zone.		

Preliminary Plat

REQUIRED APPROVAL CRITERIA
Caldwell City Code Section 11-02-03 (1) E2 (A) through (1) E2 (E) outlines the criteria for approving a preliminary plat. **The city council, prior to approving any Preliminary Plat request, shall find and conclude the requests have met the criteria identified below.**

Criteria	Findings and Conclusion	
	Compliant	Not Compliant
The plat is in compliance with "city code"?		
The plat is consistent with the city comprehensive plan		

Public services and utilities are available or can be made available and are adequate to accommodate the proposed subdivision?		
The plat is consistent with the city transportation master plan?		
The subdivision preserves natural, scenic or historic features, if applicable of the site it is being developed on?		

VII. CONCLUSIONS OF LAW

1. The City of Caldwell has provided for the processing of Land Use permits authorized by Chapter 65, Title 67, Idaho Code, pursuant to Chapter 10 Zoning Regulations and Chapter 11 Subdivision Regulations.
2. Adequate notice of the public hearing was provided, pursuant to Section 67-6512, Idaho Code and Chapter 10, Article 3, Section 10-03-12 of Caldwell City Code.
3. The record includes, but is not limited to all files, application documents, public notices, public comments and testimony, staff reports and memos, presented evidence and exhibits, public hearing written minutes and audio, and the signed Findings of Facts, Conclusions of Law, and Decision.
4. The Planning and Zoning Commission and Hearing Examiner are authorized to recommend approval, recommend approval with conditions, recommend approval with modifications, or recommend denial of specific land use applications in accordance with Section 10-01-02 (3) of Caldwell City Code.
5. The Planning and Zoning Commission and Hearing Examiner are authorized to approve, approve with conditions, approve with modifications, or deny special use permits and planned unit development requests, when said planned unit development requests are not part of a preliminary plat, in accordance with Section 10-01-02(3) of Caldwell City Code.
6. The City Council reviewed and considered all records, evidence, testimony, facts presented, applicable code standards, the Caldwell Comprehensive Plan, and approval criteria as specified within Caldwell City Code in making their findings and decision.

VIII. DECISION

NOTE: *THIS SECTION WILL BE MODIFIED PRIOR TO FINAL SIGNATURE TO REPRESENT THE ACTION OF THE DECIDING BODY*

Approval Decision Language

THEREFORE, the Caldwell City Council, hereby **approves** of the request for Annexation of 30.55 acres with the zoning of R-2, Zoning Map Amendment of 35.70 acres to be rezoned from RS-2 to R-2, and a Preliminary Plat for 194 single family lots;

OR

Denial Decision Language

THEREFORE, the Caldwell City Council, hereby **Denies** the request for Annexation of 30.55 acres with the zoning of R-2, Zoning Map Amendment of 35.70 acres to be rezoned from RS-2 to R-2, and a Preliminary Plat for 194 single family lots because**….*deciding body must state the reasons for denial***

IX. CONDITIONS OF APPROVAL

(This section is only applicable to approval decisions)

NOTE: Any conditions removed by the governing body will be shown in strikethrough. Any conditions added by the governing body will be shown underlined

A. Site Specific Requirements:

1. All construction drawings must show required pathway amenities, i.e.. lighting, benches, pathway signage, etc. as required by code prior to approval.
2. At time of final plat, a public access easement shall be shown over the Regional pathway and adjacent landscaping to be owned and maintained by the HOA.
3. At time of construction drawings, the applicant shall show a pedestrian crossing across Lake Avenue at Cirrus Dr. to provide connectivity to Lakevue Elementary School. The developer shall be responsible for design and construction of said crossing.
4. At time of construction drawings, the applicant shall show a pedestrian beacon across Cirrus Drive at Laurel Wood Avenue to provide additional connectivity to the pathways and sidewalks. The developer shall be responsible for design and construction of said crossing.

B. General Requirements:

1. Development of the subject property shall be in conformance with all municipal codes, policies, standards, and regulations of the City of Caldwell, unless specifically stated otherwise in a Development Agreement or in the Order of Decision. **NOTE:** *Failure to identify a code violation during the review of the plans DOES NOT give the applicant the right or permission to violate any codes, policies, standards and/or regulations.*
2. If any term or provision of this decision, to any extent, is held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
3. Any nuisances existing on the property (weeds, trash, debris, etc) shall be resolved and in compliance with city codes prior to the approval of any construction drawings and/or issuance of building permits.
4. Any changes to the plans and specifications upon which this approval is based, other than those required by the above conditions, will require the submission of an application for modification and approval of that application prior to commencing any change.
5. All improvements and operations shall comply with applicable local, state and federal requirements and procedures whether specifically addressed in the analysis of this application or not.
6. Fencing: Fencing must comply with Caldwell City Code Section 10-02-07.
7. Approval: This approval is for the application(s) specified herein only. Additional permits, licenses and approvals may be necessary.
8. Solid Waste Disposal: All solid waste receptacles utilized during development and/or construction shall be

provided by the same company with which the City of Caldwell has an exclusive contract.

9. Business Licensing: All businesses operating within the corporate limits of the city shall obtain a business permit license prior to commencing business operations.

C. Site Design and Development Standards:

1. General: All new construction shall comply with the current bulk and dimensional standards schedule in effect at the time the building permit is filed, excluding any deviations/modifications approved through a planned unit development, special use permit, and/or development agreement.
2. Concept Site Plan: The concept site plan **(Exhibit 1)** represents the Owner's current concept for completion of the Project. As the site layout evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, a public hearing shall be held on any proposed changes in the Concept Plan and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the site plan must be submitted to the City for review and approval prior to development.
3. Building Elevations: The building elevations **(Exhibit 1)** represent the Owner's current concept for the style of architecture, architectural features, colors, finishes and materials, and surrounding landscaping for the project. As the building design evolves, the city understands and agrees that certain changes in that concept may occur or be required. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the elevations presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as may be required by the City. The Owner understands and agrees that any changes or modifications to the building elevations must be submitted to the City for review and approval prior to construction of such.
4. Stormwater: Strict adherence to the "Caldwell Stormwater Management Manual", as adopted by the city council as well as any subsequent adopted updates, is required. **NOTE:** Any *modifications necessary to the original approved stormwater design where additional stormwater retention or detention facilities are required, or where the approved retention and detention facilities are required to be expanded, still requires adherence to the requirements for minimum open space, landscape buffers, lot sizes and setbacks.*

D. Fire Department Conditions of Approval:

1. Comply with all requirements of the City Fire Department as specified in their memo / email dated 12/12/2025 and shown in **Exhibit 2**. In addition, all fire code requirements for the following must be strictly adhered to:
    a. Access, turnarounds, emergency access, water supply, fire hydrants, etc. shall be met in the development and/or platting of the subject property.
    b. Final approval of the location and number of fire hydrants within the development shall be determined by the Fire Marshal and take place (by phase) at the time of submittal of applicable construction drawings for each phase.

E. Engineering Department Conditions of Approval:

1. Comply with all requirements of the City Engineering Department as specified in their memo dated 1/16/2026 and shown in **Exhibit 2.**
2. Comply with all requirements of the City Mapping Department as specified in their memo / email dated 1/15/2026 and shown in **Exhibit 2.**

F. Landscaping Specific Requirements:

1. Compliance: The applicant shall comply with all landscaping requirements based on Caldwell City Code.
2. Landscape Plan: The Landscape Plan **(Exhibit 1)** represents the approved landscape plan. Any changes to the landscape plan must be submitted to the City for review and approval prior to installation.
3. If the City determines that any such changes require additional public comment due to potential impacts on surrounding property or the community, or that such change is a substantial enough change from the landscape plan presented to the public, a public hearing shall be held on the proposed changes and notice shall be provided as required by the City.
4. Landscape Maintenance: All landscaping and screening devices shall be maintained in an attractive, live, safe and healthy manner.
5. Subdivisions: The homeowner's association is responsible for maintaining all common area landscaping and screening devices within a subdivision, development, and/or the subject property.
6. Parking Lot Landscaping: Linear grouping of parking spaces shall not exceed twelve (12) in a row, without the installation of an interior landscape planter island. All off-street parking lots/parking areas, drive aisles, and other vehicular use areas shall install a perimeter landscape buffer along the property line and/or project boundary. Class 3 trees are prohibited in the interior planter islands and all parking lot landscaping shall comply with 10-02-09-8.
7. Street Landscape Buffers: The street landscape buffers shall comply with CCC 10-02-09-5 and shall contain a mixture of trees, shrubs, lawn, vegetative and nonvegetative ground cover so that the entire buffer area is covered. Plantings shall meet or exceed the minimum plant sizes as follows:

TYPE	**MINIMUM (at planting)**
Evergreen trees	6-foot height minimum
Ornamental trees	2-inch caliper minimum
Shade trees	2-inch caliper minimum
Shrubs & Perennials	10" height and/or spread minimum, depending on plant species

G. Subdivision Specific Requirements:

1. Cluster Mailboxes: The development shall utilize cluster mailboxes for delivery of mail. Individual mailboxes shall not be allowed. A cluster mailbox placement plan shall be submitted to the Planning and Zoning department showing coordination with the United States Postal Services prior to submitting the construction drawings.
2. Subdivision Construction Signage: At the time of development a "rules and regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed and build out is complete. The signs would be intended for subcontractors performing work and should include: a) no dogs; b) no loud music; c) no alcohol or drugs; d) no abusive language; e) disposal of personal trash and site debris; f) daily cleanup of any mud and/or dirt that is deposited from the construction parcel onto streets; g) installation of a temporary construction fence that would keep debris from being blown off site by the wind; h) no burning of construction or other debris on the property.
3. Plat Expirations:

a. Final plats must be submitted for approval within twenty-four (24) months of the date of signature on the approving order of decision for the preliminary plat;

b. Final plats must be recorded for a single-phase development or for the first phase of a multi-phase development within twenty-four (24) months of the date of signature on the approving order of decision for the final plat. For phased subdivisions, see 11-02-02 (1).

4. Final Plat Submission: Final plat applications shall be submitted to the planning and zoning department at the same time as the application for review of construction drawings has been submitted to the engineering department.

5. Phased Subdivisions: The subdivider may file and obtain acceptance of successive final plats for continuous segments of the approved preliminary plat without reapplication for preliminary plat approval, provided that final plats are recorded in successive intervals of not more than two (2) years each, as measured from the date of recordation of the prior phase final plat, and provided that "city code", as herein defined, and any subsequent amendments as adopted by the city before, during or after preliminary plat approval, is followed in all design, engineering plans, construction and final plats for all phases, with the exception of lot sizes, lot dimensions, setbacks, number of lots and any exceptions approved at the time of preliminary platting, which shall remain as indicated in the preliminary plat order of decision and/or development agreement.

6. Approved Subdivision Name. No changes to an approved subdivision name shall occur unless a request is initiated through the filing of an application for a “Subdivision Name Change Request”, and subsequently reviewed and approved the Mapping and Planning and Zoning Department, at an administrative staff level. In making application, the application shall file a completed application with the Planning and Zoning Department on forms prescribed by the department accompanied by such data and information necessary to assure the fullest presentation of facts, as determined by the Planning Director.

   a. *Subdivision Name Change Requests; Prior to Final Plat Submission:* If approved, an amended preliminary plat will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to the approval of construction drawings. All construction drawings and final subdivision plats shall reflect the new approved subdivision name.

   b. *Name Change Requests; Prior to Final Plat Recording:* If approved, an amended final plat drawings and mylars will need to be submitted to the Planning and Zoning Department with the reflected subdivision name change prior to signature of the final plat.

   c. *Name Change Requests; After Final Plat Recording:* If approved, an amended final plat drawing indicating the new subdivision name OR an Affidavit of Correction indicating that the plat is otherwise known as “insert the new approved subdivision name”, shall be recorded at the county recorder’s office. Once the plat or affidavit is recorded, a copy of the recorded plat or affidavit shall be provided to the Planning and Zoning Department.

7. Approved Street Names, Street Layout, Lot and Block Numbering, and Subdivision Phasing Plan: No changes to the original approved street names, street layout and configuration, lot and block numbering, or subdivision phasing plan shall occur without prior approval from the City of Caldwell Mapping Division. Any substantial changes from what was originally approved may require additional public hearings.

STANDARD LANGUAGE FOR DENIAL DECISION

(This section is applicable to all denial decisions except for OWNER CONSENTED ANNEXATIONS)

See below for language on owner consented annexations.

A. Request For Reconsideration By Affected Persons: On any application brought before the city council affecting the use, occupancy or development of real property, including, but not limited to, those matters governed by the Idaho Local Land Use Planning Act, found at Idaho Code section 67-6501 et seq., or the Caldwell Zoning Ordinance, found in this title, a party may request that the city council reconsider a decision pursuant to the terms of this section. Decisions and recommendations of the planning and zoning commission are not subject to reconsideration but may be appealed to the city council as provided in this title.

1. As required by Idaho Code section 67-6535(2)(b), any applicant or affected person who wishes to seek judicial review of compliance with the provisions of Idaho Code section 67-6535, must first seek reconsideration of the final decision within fourteen (14) days.

2. Such written request must be delivered to the city clerk within that time frame and must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards.

3. The city council shall review the petition for reconsideration at a regular meeting and decide whether to reconsider the matter.

4. The city council may consider its decision only if it finds any of the following:

    a) There was a clerical error in the decision;

    b) The decision resulted from fraud or mistake;

    c) There is new evidence for the record or a change in circumstances;

    d) There was a procedural error;

    e) The council previously rejected the application by a tie vote; or

    f) The decision was made in violation of substantive law.

5. If the city council chooses to reconsider the final decision, the city council shall provide the applicant or affected person a written decision on such action. If the city council grants reconsideration in whole or in part, a hearing before the city council will be scheduled to address the specific deficiencies identified by the applicant or affected person, which shall be conducted pursuant to the public notice procedures set forth in this section. The issues examined upon reconsideration shall be limited to issues raised by the petition for reconsideration and the record previously established, as well as the applicable law. The cost of all required notices shall be borne by the party(ies) seeking reconsideration of the decision and paid in advance.

6. Following the hearing on the reconsideration, the city council may affirm, reverse, or modify, in whole or in part, its' prior decision and shall provide a written decision to the applicant and the affected person(s) within sixty (60) days of receipt of the request for reconsideration. If the city council fails to timely decide, the request for reconsideration is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

7. Once the council has reconsidered any of its decisions relating to a given application, as set forth hereinabove, it may not entertain any additional or subsequent request for reconsideration, whether by the same or any other interested party.

8. A failure to request reconsideration is a failure of the applicant or affected party to exhaust administrative remedies.

LANGUAGE FOR OWNER-CONSENTED ANNEXATION DENIAL DECISION

Decisions on owner-consented annexations, being legislative decisions, may not qualify for reconsideration and requests for reconsideration on annexations are not required to be heard by the City Council and are not subject to judicial review in accordance with Chapter 2, Title 50, Idaho Code.

These Findings of Fact, Conclusions of Law and Decision are approved and adopted by the Caldwell City Council on this 20th day of April 2026.

_____

Eric Phillips, Caldwell Mayor

ATTEST:

_____

Kritina Buchan, Caldwell City Clerk

EXHIBITS

Exhibit 1: Application Documents

- Application(s) and Checklist(s)
- Project Narrative
- Vicinity Map
- Site Plan
- Subdivision Plat
- Phasing Plan
- Landscape Plan
- Open Space Exhibit
- Building Elevations
- TIS Executive Summary Page
- Neighborhood Meeting Letter
- Neighborhood Meeting Mailing List
- Neighborhood Meeting Sign-In Sheet

Exhibit 2: City Department Conditions of Approval and Comments

- City of Caldwell Engineering Department
- City of Caldwell Fire Department
- City of Caldwell Mapping Department
- City of Caldwell Police Department

Exhibit 3: Agency Notification and Comments

- Copy of Public Agency Notification Sent
- List of Public Agencies Notified
- Agency Comments Received
    - Boise Project Board of Control
    - Highway District #4
    - Idaho Transportation Department
    - Vallivue School District

Exhibit 4: Minutes of the Planning and Zoning Commission Hearing

Exhibit 5: Ordinance and Summary

- Annexation Ordinance
- Annexation Summary
- Rezone Ordinance
- Rezone Summary

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Master Land Use Application

I. Application Requests (check all that apply)

Please note that any land use action below marked with an asterisk (*) will require public hearing. Land use actions below marked with two asterisks (**) may require public hearing depending on the scope of project.

☐ Admin Director Determination	☐ Performance Bonding
☐ Admin Development Review[2]	☐ Planned Unit Development (new)*
☐ Alternative Method of Compliance	☐ Planned Unit Development (modification)**
☐ *Annexation w/ Zoning	☐ Public Art/Murals
☐ Business License (permit)	☐ Rezone (zoning map amendment)
☐ **Certificate of Appropriateness	☐ Signs[1]
☐ *Comp Plan (Map) Amendment	☐ Special Use Permit (new)*
☐ *Comp Plan (Text) Amendment	☐ Special Use Permit (modification)**
☐ *Deannexation	☐ Special Use Permit (time extension)
☐ **Design Review	☐ Subdivision Plat (prelim plat) *
☐ Development Agreement (new) *	☐ Subdivision Plat (final plat)
☐ Development Agreement (modification)**	☐ Subdivision Plat (short plat)[3]
☐ Development Agreement (termination)*	☐ Subdivision Plat (modification)**
☐ Home Occupation Permit (new)	☐ Subdivision Plat (renewal)
☐ Home Occupation Permit (renewal)	☐ Subdivision Plat (time extension)
☐ Lot Line / Boundary Line Adjustment	☐ Temporary Use Permit (new)
☐ Lot Split (administrative)	☐ Temporary Use Permit (renewal)
☐ Lot Split (simple)	☐ Traffic Impact Study Review
☐ *Manufactured Home Community	☐ *Vacation (easement, ROW, plat note)
☐ Mobile Food Unit (Individual)	☐ *Variance
☐ Outdoor Dining Permit	☐ Zoning Ordinance (Text) Amendment
☐ Parcel Consolidation	

☐ Other, please describe: _____

[1]Freestanding, post/pole, or monument signs less than 6' in height. All other signs must be submitted through the building department.
[2] Used when not associated with other land use applications, when revisions to an approved (non-subdivision development) is being proposed, or when the land use schedules indicate the requirement for Administrative Development Review.

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

II. General Project / Site Information

Project or Development Name: *(for business licensing, use business name)*	WestBilt Estates Subdivision
Site Address(s): *Upload separate attached sheet if more than six (6) site addresses*	0 Lake Ave, Nampa
Suite #s:	
Parcel #s:	R3282501100 R3282501200
Total Acres:	65.83
Prior Use of Property:	Rural
Proposed Use of Property:	Residential subdivision

Current Zoning of Subject Parcel(s): *(check all that apply)*

☐ RS-1	☐ C-1	☐ M-1	☐ D-CC	☐ A-D	■ Property in County
■ RS-2	☐ C-2	☐ M-2	☐ C-CB	☐ C-D	
☐ R-1	☐ C-3	☐ I-P	☐ T-N	☐ H-D	List County Designation:
☐ R-2	☐ C-4			☐ P-D	
☐ R-3	☐ H-C				Canyon

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Proposed Zoning of Subject Parcel(s): *(check all that apply)*	☐ No Change ☐ RS-1 ☐ RS-2 ☐ R-1 ■ R-2 ☐ R-3	☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ H-C	☐ M-1 ☐ M-2 ☐ I-P	☐ D-CC ☐ C-CB ☐ T-N	☐ A-D ☐ C-D ☐ H-D ☐ P-D

Select the Overlay District for the Subject Parcel(s): *(check all that apply)*	■ Not in Overlay Zone ☐ APO-1 ☐ APO-2	☐ ED-1	☐ FP-1	☐ HD-1 ☐ HD-2 ☐ HD-3	☐ SO-1 ☐ SO-2 ☐ SO-3	☐ UD-1 ☐ UD-2 ☐ UD-3

City of Caldwell Comprehensive Plan Designation of Subject Parcel(s): *(check all that apply)*	☐ Neighborhood 1 ■ Neighborhood 2 ☐ Neighborhood 3 ☐ Urban Neighborhood	☐ Downtown ☐ Mixed Use Center ☐ Community Center ☐ Special Purpose

Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?	☐ Yes ☐ No

III. Applicant Information

Note: If applicant is an LLC, proof of authorized signer will be required from the Secretary of State.

Name:	Kelli Black
Company Name: *(if applicable)*	Bailey Engineering, Inc.
Mailing Address:	868 E Riverside Dr Ste 120 Eagle ID 83616 868 E Riverside Dr Ste 120 Eagle ID 83616

Phone:	(208) 938-0013	**Email:**	kblack@baileyengineers.com

Applicant Relationship to Property Owner:	☐ Property Owner ■ Authorized Agent/Representative ☐ Purchaser ☐ Petitioner *(vacation requests only)*

IV. Property Owners' Information *(if different from applicant)*

Name:	HBU Investments, LLC | Rama Group
Mailing Address:	P.O. Box 1335 Meridian, ID 83680
Phone:	208-895-0500
Email:	jeremy@biltmore.com

V. Contractor / Developer Information *(fill out, if applicable)*

Name:	Jeremy Amar
Company Name: *(if applicable)*	Biltmore Company, LLC
Mailing Address:	1580 Cayuse Creek Dr, Ste 100, Meridian, ID 83642
Phone:	208-895-0500
Email:	jeremy@biltmoreco.com

VI. Architect Information *(fill out, if applicable)*

Name:	
Company Name: *(if applicable)*	
Mailing Address:	
Phone:	
Email:	

VII. Civil Engineer / Surveyor Information *(fill out, if applicable)*

Name:	David Bailey
Company Name: *(if applicable)*	Bailey Engineering, Inc.
Mailing Address:	868 E Riverside Dr Ste 120 Eagle ID 83616

Phone:	(208) 938-0013	**Email:**	dbailey@baileyengineers.com

VIII. Landscape Architect Information *(fill out, if applicable)*

Name:	Kim Siegenthaler
Company Name: *(if applicable)*	Jensen Belts Associates
Mailing Address:	1509 Tyrell Lane, Suite 130 Boise, ID 83706

Phone:	208-343-7175	**Email:**	kim@jensenbelts.com

IX. Applicant Acknowledgement

☑ By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application.

☑ I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application.

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☑ I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

☐ Property Owner ☑ Authorized Agent / Representative ☐ Petitioner (Vacations Only)

Kelli Black
Applicant / Applicant's Representative Printed Name

11/6/25
Date

Kelli Black
Applicant / Applicant's Representative Signature

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SUBDIVISION PRELIMINARY PLAT CHECKLIST

The following items shall be included in any application submittal. Additional information may be required, as indicated in your roundtable (pre-app) meeting or upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION I

SUBMITTAL DOCUMENTS & RELATED PLANS		Applicant	Staff
Master Land Use Application	Copy of completed, signed and dated application	X	
Application Checklist	Copy of completed, signed and dated checklist	x	
Property Owner Acknowledgement	If the signatory of the application is not the owner of the property, a notarized statement (property owner acknowledgement) must be signed by the legal owner of record and submitted with the application	X	
Proof of Property Ownership	Recorded Warranty Deed for the subject property showing proof of ownership, or evidence of property interest to subject property	X	
Legal Description of Property	Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.	X	
Neighborhood Meeting Information	The verification shall include: • A copy of the letter mailed by the applicant *(Min. 15 days prior to meeting)* • A copy of the 500' mailing list indicating all notified owners, residents and associations • A copy of the sign-up sheet from the meeting, with your signature *Note: Neighborhood meetings must have been held within four (4) months of application submission.*	X	
Photographs	Photographs of existing site conditions		
Project Narrative	Narrative fully describing the application request(s), the purpose of the development, existing site conditions, and what is being proposed.	X	
Concept Building Elevations	Colored concept elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, and architectural features.	X	
Site Plan (Scaled)	Site plan, drawn to scale, showing location of all property lines, existing and proposed buildings, utilities, setbacks, easements, and streets with street names.	X	
Preliminary Plat	High resolution preliminary plat, to scale. See requirements for plan content in **Section II below**	X	
Landscape Plan	High resolution landscape plan, to scale. See requirements for landscape plan contents in **Section III below**	X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

SECTION II

PRELIMINARY PLAT CONTENT		Applicant	Staff
Plans to Scale	All mapped data for the same plat shall be drawn at a scale suitable to ensure the clarity of all lines, bearings and dimensions, said scale typically being one hundred feet to an inch (100' = 1"). Whenever practical, scales shall be adjusted to produce an overall drawing measuring eighteen inches by twenty- four inches (18" x 24"), but not exceeding forty-two inches by sixty inches (42" x 60").	x	
Subdivision Name and Location	The proposed subdivision name and location shall be provided on the plat and shall meet the following: • Said name shall be approved by the City Mapping Department and shall not being a duplicate name of any other recorded subdivision within Canyon County or any of the cities in Canyon County; • Location of subdivision by section, township and range; reference by dimension and bearing to a combination of two (2) section corners, quarter section corners, or recorded monuments. (Ord. 3374, 12-6-2021)	x	
Contact Information	Name, address and phone number of property owner(s), subdivider, engineer, planner, and surveyor who prepared the plat, and any other professional persons involved in the subdivision.	X	
Scale, North Arrow, and Plan Preparation Date	Scale, north arrow and date of preparation including dates of any subsequent revisions.	X	
Vicinity Map (Scaled)	Vicinity map drawn to a maximum scale of one inch equals five hundred feet (1" = 500'), clearly showing the proposed subdivision or planned unit development configuration in relationship to, as well as, identifying and showing lot lines and street connections of all adjacent subdivisions, all arterial streets, all collector streets and bodies of water.	x	
Topography	Topography based on NAVD 88 datum shown on the same map as the proposed subdivision layout. Contour lines shown at five foot (5') intervals where land slope is greater than ten percent (10%) and at two foot (2') intervals where land slope is ten percent (10%) or less, referenced to an established bench mark, including location and elevation.	x	
Existing Water	Location of existing water wells and type, streams, canals, irrigation laterals, drainage facilities, private ditches, washes, lakes and other water features; direction of flow; regulatory floodplain and floodway boundaries if any; and location and extent of known areas subject to inundation if any.	x	
Streets and other Important Features	Location, widths and names of all existing streets and location, arrows indicating direction of slopes, type of surface and existence of any curb, gutter and/or sidewalks. Other important features such as railroads, utility rights of way and easements of public record, public areas, permanent structures to remain including water wells, and municipal corporation lines within or adjacent to the tract.	x	
Recorded Subdivisions with Common Boundaries	Name, book, page number and lot line layout of any recorded adjacent subdivision having common boundary with the tract.	x	
Table Schedule *(see attached example)*	Table Schedule of: • Existing zoning classification of the tract with any requested zoning changes. • Total acreage of the entire subdivision • Total number of buildable lots by land use type. • Total number of common lots. • Total gross acreage • Average buildable lot size • Dwelling units per gross acre.	x	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PRELIMINARY PLAT CONTENT cont.		Applicant	Staff
Subdivision Boundary	The subdivision boundary with dimensions and bearings shall be based on an actual recorded field survey, performed within six (6) months of the preliminary plat application, and shall include the professional land surveyor stamp. Boundary problems shall be resolved prior to preliminary plat submittal. Stamping of the preliminary plat by the professional land surveyor pertains only to the boundary survey and should be noted as such.	X	
Public dedications of rights of way or easements	Proposed location, width, dimensions and bearings, and use of all proposed easements within the subdivision. All existing easements with location, width, dimensions, bearings, use and instrument numbers. Designation of all land to be dedicated or reserved for public use with purpose indicated.	X	
Names, Addresses, and Tax Parcel Numbers	Names, addresses and tax parcel numbers for all property owners within three hundred feet (300') of the exterior boundary of the subdivision, displayed visually on the plat in the appropriate locations.	X	
Utilities	Storm drains and water supply mains, both proposed and existing, within and immediately adjacent to the subdivision. Approximate location of existing sanitary sewer facilities, manholes, lines, and any other sewer related facilities within and adjacent to the subdivision.	X	
Proposed Street Layout	Proposed street layout, including location, width and proposed names of streets, common driveways, alleys, major pathways, micro pathways and easements; pedestrian and vehicular connections to adjoining properties.	X	
Lot Dimensions	Typical lot dimensions to scale; dimensions of all corner lots and lots of curvilinear sections of streets; each lot and block numbered individually; each lot labeled with its individual lot acreage and square footage.	X	
Land Use and Zoning Classification (Each Area)	If plat includes land for which multi-family, commercial, industrial or mixed use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any.	X	
Special Development Areas	Appropriate information that sufficiently details the proposed subdivision within any special development area, such as: • Hillside • Floodplain	X	
On and Off-Site Improvements	The proposed on and off site improvements including water supply systems, sanitary sewer systems and stormwater drainage.	X	
Access and Approaches	Width, spacing and location of all proposed approaches to the subdivision with type (example: full approach, right in/right out approach) of approach indicated.	X	
Proposed Utility Methods	(A) Sewage Disposal: Such evidence relative to the design flows within the subdivision, and operation of the sanitary sewage facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (B) Water Supply: Such evidence relative to the design, operation, volume and quality of the water supply and facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (C) Stormwater Disposal: Such evidence relative to the design and operation of the stormwater disposal system. A statement as to the type of facilities proposed, and an indication of all areas to be used for treatment/disposal shall appear on the preliminary plat. All stormwater design shall comply with the city's most recent "Stormwater Management Manual" as adopted by council as of the date of preliminary plat application submittal. (D) Irrigation System: A statement describing the proposed irrigation system, consistent with section 10-07-12 of the Caldwell City Code, shall appear on the preliminary plat.	X	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PRELIMINARY PLAT CONTENT cont.		Applicant	Staff
Acknowledgement	Note acknowledging that, to the best of the preparer's knowledge, the preliminary plat meets all requirements of city code; or if said plat does not meet all requirements then the plat has been submitted as a planned unit development and any and all requested exceptions have been listed in detail as part of the planned unit development application or it is not a planned unit development but any exceptions as allowed in this chapter have been noted on the preliminary plat and specifically requested as a part of the application.	x	

SECTION III

LANDSCAPE PLAN CONTENT (CCC 10-07-03)		Applicant	Staff
Plan Preparation	Landscaping plans shall be prepared by a landscape architect, a landscape designer or a qualified nursery person; Landscape plans shall be stamped by a licensed landscape architect.	X	
Plan Size	Detailed plan at a scale no smaller than one inch equals fifty feet (1" = 50')	x	
Streets, Setbacks and Easements	Show all streets, setbacks, and easements, Streets shall be identified by name. Dimension and label all right-of-way, setbacks, and easements	x	
Sight Visibility Triangles	Show and label all sign visibility triangles.	x	
Storm Water Facilities and Berms	Show all storm water facilities and berms. Indicate berm heights, slopes and proposed landscaping	x	
Off-Street Parking & Bicycle Parking	• A note listing the required number of parking spaces and bicycle parking spaces. • A note listing the provided number of parking spaces and bicycle parking spaces. The provided number of parking spaces and bicycle parking spaces shall equal or exceed the required number of parking spaces and bicycle parking spaces. • Circulation area required to serve the parking spaces with typical dimensions.	n/a	
Existing Trees and/or Shrubs	Location of all existing trees and shrubs, and the approximate size and type of any existing trees and shrubs. Indicate by note which trees and/or shrubs will remain, if any.	X	
Existing and Proposed Structures	Location of all existing and proposed structures and a note of whether or not the existing structures will remain	x	
Pathways	Location, width, and type of pathways, along with identification of all required pathway materials and landscaping callouts: • Micro Pathways • Major Pathways • Public Pathways • Regional Pathways • Indian Creek Corridor Pathways (if applicable)	x	
Open Space Exhibit	All open space clearly delineated using colored shading so it is readily identifiable. The open space exhibit shall contain a table identifying: • The percentage and acreage of each individual areas of open space and if the open space is being calculated as qualified open space • The total percentage and acreage of code required open space and qualifying open space in relationship to the gross area of the project • The total percentage and acreage of proposed open space and qualifying open space in relationship to the gross area of the project	x	
Public Amenities	Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc)	x	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

LANDSCAPE PLAN CONTENT (CCC 10-07-03)		Applicant	Staff
School Bus Stops	Location of school bus stop areas within a common lot or common easement	N.A	
Public Transit Stops	Location of any public transit	N/A	
Street Landscape Buffers	Location and width of all street landscape buffers. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.	X	
Landscape Buffers Between Land Uses	Location and width of all landscape buffers between different land uses. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.	N/A	
Parking Lot Landscaping	Location and size of all landscape islands within parking lots, Include the location of all landscaping materials proposed	X	
Trash Enclosures	Location of all trash enclosures, to include details about screening and landscaping	N/A	
Fencing	Location, height, color, and materials for all existing or proposed fencing		
Other Landscape Amenities	Provide location, size, type and description of all other landscape improvements such as berms, decorative rock, boulders, etc.	X	
Landscape Schedule	Provide a table listing all of the locations, descriptions, types and numbers of landscaping products to be installed.	X	

SECTION IV

GENERAL PROJECT INFORMATION

Type of land uses within subdivision:	(Residential only) Commercial only Industrial only Mixed-use *(mix of residential and non-residential uses)*
Has your development / subdivision name, street names, and lot and block numbers been approved by the City of Caldwell Mapping Division?	(Yes) No *If yes, have you made any changes or modifications to the previously approved pre-plat approved by Mapping?* Yes (No)
Will the subdivision be phased?	(Yes) No If yes, how many phases are proposed?
Development timeline for full build out?	

LAND USE AND ZONING INFORMATION

	Zoning Designation	Comp Plan Designation	Land Use
Existing (Subject Property)	County & RS-1	Neighborhood 2	
Proposed (Subject Property)	R-2	Neighborhood 2	
North of Site	HC & R-2	Mixed Use Center / Neighborhood 2	
South of Site	County	Neighbohood 1	
East of Site	R-1	Neighborhood 2	
West of Site	R-1	Neighborhood 2	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PROJECT SPECIFIC INFORMATION

	Number of Lots	Acres	Percent of "Net" Acres *Net acreage is the total acreage minus any public streets and public rights of way*
Residential Lots	194		
Commercial Lots	0		
Industrial Lots	0		
Common Lots	33	14.41	

EXISTING AND PROPOSED BUILDING DATA

	# of EXISTING buildings	# of PROPOSED buildings	# of EXISTING dwelling units	# of PROPOSED dwelling units	Max. Building Height	Total GROSS square footage of buildings
Residential:						
Single-family (detached) homes		194	194	194		
Townhomes						
Two-family *(duplex)*						
Three-family residential *(triplex)*						
Four, five and six family *(fourplex, fiveplex, and sixplex)*						
Multi-family (7 or > dwelling units) in a single building						
Commercial			N/A	N/A		
Industrial			N/A	N/A		
Type of Commercial or Industrial Buildings:		Single-tenant building(s)	Multi-tenant buildings			

DENSITY AND OPEN SPACE (Comprehensive Plan and CCC 10-07-05)

Dwelling units per gross acre (Density):	Max. Allowed	Proposed
	8	2.95
Total Open Space	% Required	% Proposed
		21.19
Total "Qualifying" Open Space	% Required	% Proposed
	10.0	15.13
Included	**NOTE:** *Attach a separate Open Space Exhibit showing all areas of open space highlighted, all areas highlighted and labeled for qualifying open space, and table with breakdown, square footage, percentage and acreage of all open space vs. qualifying open space.*	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

PARKING, LOADING AND PEDESTRIAN AMENITIES (CCC 10-02-05)		
Description	**Min. Required**	**Proposed**
Electric vehicle parking spaces	N/A	
Off-street parking spaces	N/A	
Commercial loading spaces	N/A	
Industrial loading spaces	N/A	
Bicycle parking spaces:	N/A	
Describe any public transportation facilities that will be provided in accordance with (CCC 10-02-05 B)	N/A	
Public Amenities:	***Provide a description of the type of public amenities proposed***: Clubhouse, pool, community park, pickleball court, benches, gazebo, playground with shelter, pathways	

LANDSCAPING AND PATHWAYS (CCC Chapter 10, Article 7)	
Landscaping: (*Please check all locations where landscaping will be provided)*	Parking lot Common areas Street landscape buffers Between different land uses Pathways Around building exterior Other _____
Major Pathways	*Describe location, width, and landscaping:*
Micro Pathways	*Describe location, width, and landscaping*
Public Pathways *(per Bicycles and Pathways Master Plan)*	*Describe location, width, landscaping, and any proposed fencing:* Pathway along the Phyllis Canal

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

STREET LANDSCAPE BUFFERS (CCC 10-07-08)

Location *(Enter Street Name)*	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing *(in feet)*	# of Shrubs Proposed	Min. Shrub Spacing *(in feet)*
Lake Ave	20'						
Cirrus Dr	15'						

BUFFERS BETWEEN LAND USES (CCC 10-07-10)

Location *(If not required, put N/A)*	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing *(in feet)*	# of Shrubs Proposed	Min. Shrub Spacing *(in feet)*
North Property Line	n/a						
South Property Line	n/a						
East Property Line	n/a						
West Property Line	n/a						

PUBLIC SIDEWALKS

Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk		
			Meandering	Attached	Detached
			Meandering	Attached	Detached
			Meandering	Attached	Detached
			Meandering	Attached	Detached

UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION

Domestic Water:		Individual Domestic Well – How Many?
		Centralized Public Water System
	x	City Municipal Water System
		N/A
	Nearest Water Line Connection:	
Sewer (Wastewater):		Individual Septic
	x	City Municipal Sewer
		N/A
	Nearest Sewer Line Connection:	
Irrigation:		Surface
		Irrigation Well
	x	Pressurized
		Gravity
		N/A
	Nearest Irrigation Connection:	
	Irrigation District: PID	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Stormwater:		Swales
		Ponds
		Borrow Ditches
		Other, Explain:
Stormwater Management:	Does the site disturb one or more acres of land? (Yes) No	
Fire Suppression Water Supply Source:		
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):		
Type of Site Access:		Street Frontage
		Easement Easement Width: Instrument #
Street(s) Providing Access:	Lake Ave, Cirrus	
Will Secondary Access for Fire be Provided:		Yes
		No
Internal Roads:		Public
		Private x
		Internal Circulation
		Road User's Maintenance Agreement Inst#
School Districts Serving this Location:		Caldwell School District
		Vallivue School District X

SPECIAL ON-SITE CHARACTERISTICS

	Yes	No	If yes, explain:
Areas of Critical Environmental Concern?		X	
Evidence of Erosion?		x	
Fish Habitat?		x	
Floodplain?		x	
Riparian Vegetation?		x	
Steep Slopes?		x	
Streams/Creeks?		x	
Unique Animal/Plant Life?		x	
Unstable Soils?		x	
Wildlife Habitat?		x	
Historic Buildings or Features?		x	

City of Caldwell
Planning and Zoning Department
621 Cleveland Blvd., Caldwell, Idaho, 83605
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

Describe any other unique site characteristics:	n/a

ACKNOWLEDGEMENT	
X	I acknowledge that all items on the checklist are included in the submittal package and that all documents have been submitted as single-sided, high-resolution documents; and
X	I acknowledge that the applicant or the applicant's representative is responsible for the physical posting of all subject sites prior to the public hearings, and for providing affidavit of proof of posting in accordance with Caldwell City Codes; and
X	I acknowledge that the applicant or the applicant's representative IS REQUIRED to attend all public hearings for this application.

I certify this document has been acknowledged, signed and dated by the:

☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

Kelli Black
Applicant / Applicant's Representative Printed Name

11/5/25
Date

Applicant / Applicant's Representative Signature

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

REZONE CHECKLIST

The following items shall be included in the application submittal. Additional information may be required upon official review of the plans. Please check the box for each item listed below to confirm submission of the item listed.

SECTION 1: Filing Requirements

☒ All applications, checklists, plans and supporting documents must be submitted through our Online Permit Center.

☒ Filing fees **(see Section 2 below)**

☒ PDF Documents shall be formatted in accordance with **Section 5** below.

☒ All documents shall follow the naming conventions as shown here.

SECTION 2: Filing Fees

Refer to the Department fee list for most current fees.

☒ Application / Permit fees. Fees will be required to be paid once the application has been submitted and received by the department.

SECTION 3: Submittal Documents

The items listed below are considered a minimum. Additional information may be necessary for clarification during the review process.

☒ ***Master Land Use Application.*** Copy of a completed and signed master land use application.

☒ ***Application Checklist.*** Copy of a completed and signed application checklist

☒ ***Copy of Deeds or Proof of Ownership.*** If the owner is a corporation or LLC, proof of the representative or agent for the LLC or corporation will be required.

☒ ***Property Owner Acknowledgement***. Signed Property Owner Acknowledgement form (if applicable)

☒ ***Neighborhood Meeting Information***, including;

- ☒ A copy of the letter sent to all owners, residents and associations within 500' of the property boundary
- ☒ A copy of the 500' mailing list
- ☒ A copy of the sign-in sheet, with your signature for certification

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☒ ***Legal Description and Exhibit.*** Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be stamped and certified by a land surveyor registered to the State of Idaho and shall be accompanied by an exhibit stamped and certified by a land surveyor registered in the State of Idaho. For multiple parcels with different zoning designations, the legal descriptions and exhibit shall indicate the area for each zone, along with the acreage and boundaries.

☒ ***Location / Vicinity Map.*** Showing the boundaries of the subject property with relation to nearby roadways and landmarks.

☒ ***Project Narrative.*** A detailed project narrative addressing the following:

- ☒ Description of overall proposed rezone and future development plan.
- ☒ Description of compliance with the City's Comprehensive Plan and Vision and compliance with zoning ordinances.
- ☒ Description of overall project benefits, the impacts on surrounding properties, and the mitigation of those impacts.

☐ ***Conceptual Development Plan*** (If the rezone request is not associated with a special use permit, planned unit development or subdivision plat request).

SECTION 4: Project Specific Details

Fill in all the information below that is applicable to the project being proposed.

SUBJECT SITE LAND USE AND LAND USE INFORMATION			
Existing Zoning Designation:	RS-2		
Proposed Zoning Designation:	R-2		
Existing City Comprehensive Plan Future Land Use Designation:	Neighborhood 2		
Existing Land Use:			
Proposed Land Use:	Residential subdivision		

SURROUNDING LAND USE AND ZONING INFORMATION			
	Existing Zoning Designation	**Existing City Comp Plan Designation**	**Existing Use of Site**
North of Subject Site:	HC & R-2	Neighborhood 2	
South of Subject Site:		Neighborhood 2	
East of Subject Site:	R-1	Neighborhood 2	
West of Subject Site:	R-1	Neighborhood 2	

EXISTING UTILITIES, INFRASTRUCTURE AND PUBLIC SERVICES INFORMATION		
Type of Site Access:	☒	Street Frontage
	☐	Easement Easement Width: Instrument #
Street(s) Providing Access to Site:	Lake Ave	
Existing Domestic Water:	☐	Individual Domestic Well – How Many?
	☐	Centralized Public Water System
	☐	City Municipal Water System
	☐	N/A
	Nearest Water Line Connection:	
Existing Sewer (Wastewater):	☐	Individual Septic
	☐	City Municipal Sewer
	☐	N/A
	Nearest Sewer Line Connection:	
Existing Irrigation:	☐	Surface
	☐	Irrigation Well
	☐	Pressurized
	☐	Gravity
	☐	N/A
	Nearest Irrigation Connection:	
	Irrigation District:	
	☐	Caldwell School District

School Districts Serving this Location:	☒	Vallivue School District
	☐	Nampa School District

CRITERIA FOR REZONE REQUEST
Please answer all of the questions below.
Please explain how the proposed zoning map amendment is consistent with the comprehensive plan's land use map, and the plan's established goals, objectives, and policies? Indicate which goals, objectives and policies it meets.
See narrative
Please explain how the proposed map amendment is consistent with the purpose statement of the proposed zoning district as specified in Caldwell City Code.

Please explain how the intensity of development in the new zoning district will not create significant adverse impacts to surrounding properties or the neighborhood or explain the impacts and how the impacts are proposed to be mitigated.
Will adequate public facilities exist, or be provided, to serve all uses allowed on this property under the proposed zone? Please explain.

SECTION 5: PDF Formatting Requirements

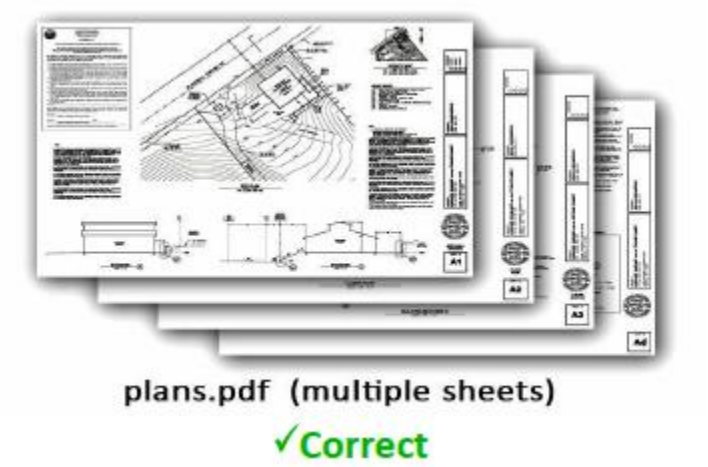
Portable Document Format (PDF) is the industry standard for electronic plans. The City of Caldwell only accepts PDF files for plan review. PDF files must be properly formatted as described below. Please read the instructions carefully. Improperly formatted plans can delay the plan review process for your project.

Layers: No multiple layers. Layers must be merged or flattened.

Format: Vector-based files are preferred given the ability to scale these files.

Resolution: Min. of 300 pixels per inch (PPI)

Grouping: Multiple sheet PDF (single file with multiple sheets)



Labeling: Each sheet of the plans must be labeled with the project name, contractor, and address of the subject site.

SECTION 6: Applicant Acknowledgement

☒ I acknowledge that all items on the checklist are included in the submittal package and that all documents have been named accordingly and submitted as single-sided, high-resolution pdf documents; and

☒ I acknowledge that I, the applicant, or my representative is responsible to attend all public hearings; and

☒ I acknowledge that applications are not deemed complete until the application has been submitted, all fees have been paid, and the application has been deemed accepted after completion of the prescreening process. This could impact neighborhood meeting deadlines and scheduling of public hearing dates.

☒ I acknowledge that I have read, understand, and am in compliance with all standards, terms, and requirements listed in Caldwell City Code; and

☒ I certify I am the:

City of Caldwell
Community Development Department
Planning & Zoning Division
Phone: (208) 455-3021 | Web: www.cityofcaldwell.org

☐ Property Owner as the Applicant ☒ Property Owner's Agent / Representative

Kelli Black _____ 11/5/25 _____

Applicant / Applicant's Representative Printed Name Date

_____

Applicant / Applicant's Representative Signature

Bailey Engineering,Inc.
CIVIL ENGINEERING|PLANNING|CADD

November 6th, 2025

City of Caldwell
Planning and Zoning Department
205 South 6th Avenue
Caldwell, ID 83605

Subject: WestBilt Estates Subdivision — Annexation, Rezone and Preliminary Plat Applications

Dear Planning and Zoning:

On behalf of HBU and Rama Group, please accept our applications and supporting materials for the WestBilt Estates Subdivision, a **65.83-acre** property located west of Lake Avenue and south of Karcher Road comprised of two parcels. We are submitting applications for annexation, rezoning, and preliminary plat.

Annexation, Zoning, Rezone
We are requesting annexation of the northern parcel into the City with an R-2 zoning designation. The southern parcel, currently zoned RS-2, is proposed to be rezoned to R-2.

The Caldwell Comprehensive Plan designates these parcels as Neighborhood 2. We are requesting R-2 zoning across the entire subdivision, which is a compatible zoning district for the Neighborhood 2 designation.

Preliminary Plat
WestBilt Estates Subdivision will have 194 single-family residential lots, ranging in size from 6,000 square feet to 12,700 square feet. Multiple builders will participate in the construction of this community, led by Biltmore Homes.

The gross density is 2.95 dwelling units per acre, which is within the 2-8 dwelling units per acre density range for the Neighborhood 2 designation.

The subdivision includes 15.13% open space, distributed throughout the site in neighborhood parks and common areas.

Circulation & Access

Primary vehicular access will be provided from Lake Avenue at Cirrus Road, and the internal street network will connect to the existing Cirrus Road to the west, improving roadway continuity in this area.

Lateral & Pathway
The Phyllis Canal traverses the property, and it is proposed to remain open. A 5-foot pedestrian pathway will be constructed along the canal to serve as a continuous public access corridor and amenity.

Parks, Open Space & Amenities
WestBilt Subdivision incorporates a system of parks and amenities designed to serve residents and promote walkability:

- Planter islands at the entrances
- City pathway along the Phyllis Canal along with pathways through common areas
- Park on the south with a gazebo, a pickleball court, benches, and a connecting pathway
- A larger Community Park with a community pool, a small clubhouse/gathering room, a playground with shelter and seating and open play areas

Conclusion
WestBilt Estates Subdivision is a carefully planned residential community that aligns with the City of Caldwell's Comprehensive Plan and land use policies. The project delivers compatible housing, significant open space, orderly connectivity, and well-distributed amenities.

We look forward to working with City staff and the Commission through the review process. Please let us know if you have questions regarding this application.

Kelli Black
Planner
Bailey Engineering
kblack@baileyengineers.com
(208) 938-0013



WESTBILT ESTATES SUBDIVISION

CALDWELL, ID

PRELIMINARY PLAT LANDSCAPE PLAN

OWNERS

HBU INVESTMENTS LLC
PO BOX 1335
MERIDIAN, ID 83642

BILTMORE COMPANY LLC
1580 CAYUSE CREEK
MERIDIAN, ID 83642

PLANNER/CONTACT

KELLI BLACK
BAILEY ENGINEERING, INC.
868 E. RIVERSIDE DR., STE 120
EAGLE, ID 83616
Phone (208) 938-0013

ENGINEER

DAVID A. BAILEY, P.E.
BAILEY ENGINEERING, INC.
868 E. RIVERSIDE DR., STE 120
EAGLE, ID 83616
Phone (208) 938-0013

NORTH

0' 100' 200' 300'

SCALE 1" = 100'

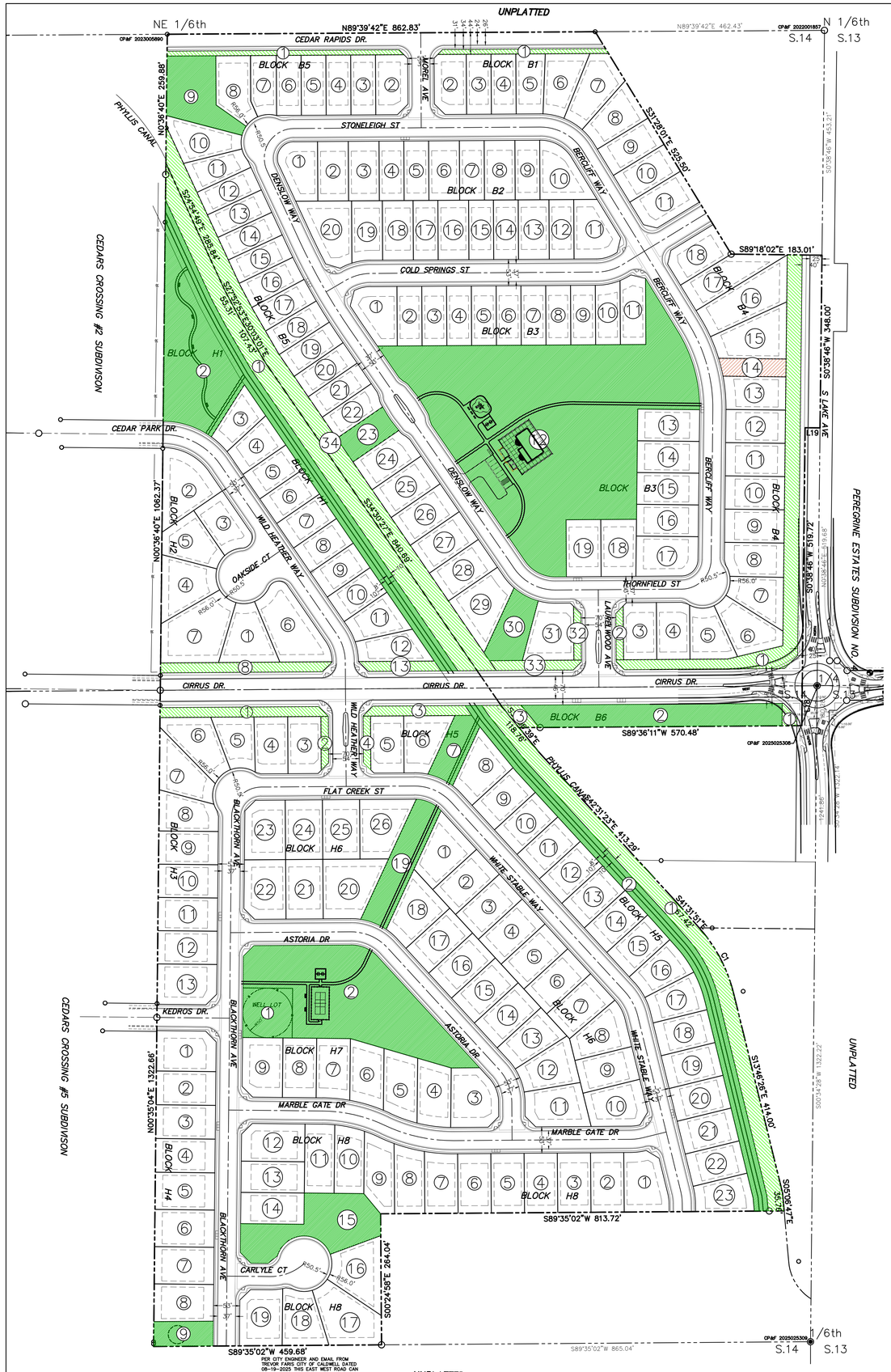
APRIL 6, 2026

STATE OF IDAHO — Kristopher Eugene Black — 16535 — LANDSCAPE ARCHITECT

JENSENBELTS ASSOCIATES

Site Planning / Landscape Architecture

1509 Tyrell Lane, Ste 130 Boise, ID 83706
Ph. (208) 343-7175 www.jensenbelts.com



Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	151.39'	312.50'	27°45'25"	N27°39'09"W	149.91'

Line Table		
Line	Bearing	Length
L18	S00°34'28"W	80.79'
L19	N89°21'14"W	30.00'

Common Lots		
Lot	Area	Description
BLOCK B1 Lot 1: OPEN	3363	BUFFER
BLOCK B3 Lot 12: OPEN	173119	OPEN SPACE
BLOCK B4 Lot 1: OPEN	32690	BUFFER
BLOCK B4 Lot 2: OPEN	1517	BUFFER
BLOCK B4 Lot 14: OPEN	4708	EMERG ACCESS – UTILITIES
BLOCK B5 Lot 1: OPEN	4727	BUFFER
BLOCK B5 Lot 9: OPEN	15194	COMMON OPEN
BLOCK B5 Lot 23: OPEN	6408	OPEN SPACE
BLOCK B5 Lot 30: OPEN	9269	OPEN SPACE
BLOCK B5 Lot 32: OPEN	1515	BUFFER
BLOCK B5 Lot 33: OPEN	3434	BUFFER
BLOCK B5 Lot 34: OPEN	39832	PHYLLIS CANAL
BLOCK B6 Lot 1: OPEN	997	BUFFER
BLOCK B6 Lot 2: OPEN	22996	OPEN SPACE
BLOCK B6 Lot 3: OPEN	1856	PHYLLIS CANAL
BLOCK H1 Lot 1: OPEN	37166	PHYLLIS CANAL
BLOCK H1 Lot 2: OPEN	65511	OPEN SPACE
BLOCK H1 Lot 13: OPEN	3006	BUFFER
BLOCK H2 Lot 8: OPEN	6729	BUFFER
BLOCK H3 Lot 1: OPEN	6589	BUFFER
BLOCK H3 Lot 2: OPEN	1515	BUFFER
BLOCK H4 Lot 9: OPEN	6001	OPEN SPACE
BLOCK H5 Lot 1: OPEN	38514	PHYLLIS CANAL
BLOCK H5 Lot 2: OPEN	33769	OPEN SPACE
BLOCK H5 Lot 3: OPEN	4052	BUFFER
BLOCK H5 Lot 4: OPEN	1515	BUFFER
BLOCK H5 Lot 7: OPEN	7459	OPEN SPACE
BLOCK H6 Lot 19: OPEN	14683	OPEN SPACE
BLOCK H7 Lot 1: OPEN	10000	OPEN SPACE
BLOCK H7 Lot 2: OPEN	60570	OPEN SPACE
BLOCK H8 Lot 15: OPEN	22324	OPEN SPACE

PLAT LEGEND

BOUNDARY
LOT LINES
ROAD CENTERLINE
RIGHT OF WAY
LOT NUMBER
LOT AREA
BLOCK NUMBER
EASEMENT
SETBACK
CURB GUTTER SW
STREET NAME

SEWER LINE
WATER LINE
STORM DRAIN LINE
PRESSURE IRRIGATION
GRAVITY IRRIGATION

1
6,000 sf
BLOCK 7

W. ASHTON DR.

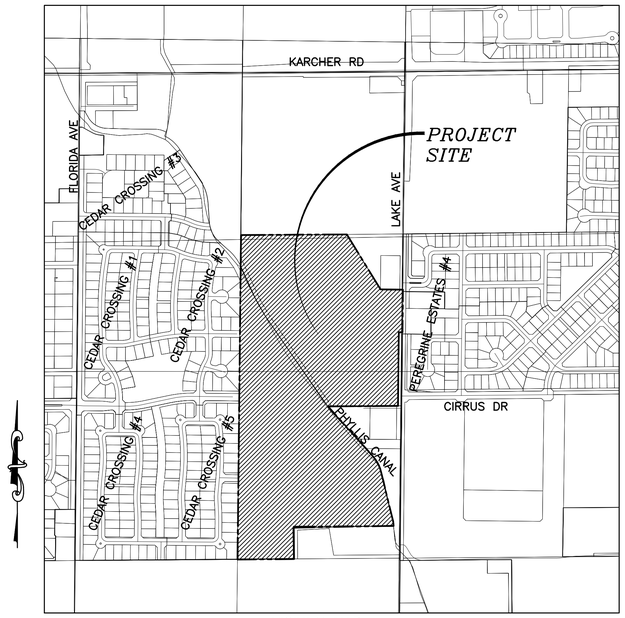
NOTES

1. NO DIRECT LOT ACCESS SHALL BE ALLOWED ONTO CIRRUS DR OR LAKE AVE.
2. ALL LOTS SHALL HAVE A SEWER SERVICE PROVIDED FOR DISCHARGE INTO CITY OF CALDWELL SEWER MAINS.
3. DOMESTIC WATER WILL BE PROVIDED TO ALL LOTS BY STANDARD CALDWELL CITY WATER.
4. ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE OR PROJECT BOUNDARY SHALL HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES AND DRAINAGE EASEMENT.
5. EACH SIDE OF COMMON LOT LINES SHALL HAVE A FIVE (5') FOOT PERMANENT PUBLIC UTILITIES, IRRIGATION, AND DRAINAGE EASEMENT, EXCEPT AS OTHERWISE SHOWN. REAR OF EACH COMMON LOT SHALL HAVE A TEN (10) FOOT PERMANENT PUBLIC UTILITIES, IRRIGATION, AND DRAINAGE EASEMENT, EXCEPT AS OTHERWISE SHOWN.
6. ALL COMMON AREA LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS.
7. ALL STREETS WILL BE PUBLIC AND CONSTRUCTED TO CITY OF CALDWELL ROAD STANDARDS.
8. STORM WATER DRAINAGE SHALL BE COLLECTED AND/OR RETAINED ON SITE BY CATCH BASINS AND UNDERGROUND PIPING PER CITY OF CALDWELL STORM WATER STANDARDS.
9. FIRE PROTECTION WILL BE ENGINEERED TO THE GUIDELINES OF THE CITY OF CALDWELL FIRE DISTRICT.
10. THE DEVELOPER WILL COMPLY WITH IDAHO CODE 31-3805 BY PROVIDING PRESSURE IRRIGATION TO ALL LOTS PER CITY OF CALDWELL STANDARDS AND THE PIONEER IRRIGATION DISTRICT. COORDINATION WILL OCCUR WITH CALDWELL MUNICIPAL IRRIGATION DISTRICT AND/OR PIONEER IRRIGATION TO DETERMINE SOURCE OF PRESSURIZED IRRIGATION. A PRESSURE IRRIGATION PUMP STATION WILL BE CONSTRUCTED IF NECESSARY.
11. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503, RIGHT TO FARM ACT, WHICH STATES, IDAHO CODE "NO AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR AN APPURTENANCE TO IT."
12. PORTIONS OF THE SUBJECT PROPERTY FALL WITHIN ZONE X FEMA AREA OF MINIMAL FLOOD HAZARD. REFERENCE FIRM PANEL 16027C0375F, EFFECTIVE DATE MAY 24, 2011
13. LOT 3 OF BLOCK B6, LOT 1 OF BLOCK H5, LOT 34 OF BLOCK B5 AND LOT 1 OF BLOCK H1 CONTAIN THE PHYLLIS CANAL EASEMENT.
14. SEE PRELIMINARY LANDSCAPE PLAN FOR PATHWAY LOCATIONS.
15. TO THE BEST OF THE PREPARER'S KNOWLEDGE, THIS PRELIMINARY PLAT MEETS REQUIREMENTS OF CALDWELL CITY CODE.

100 0 50 100 200
SCALE IN FEET
1"=100'

PRELIMINARY PLAT FOR WESTBILT ESTATES SUBDIVISION

LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4
OF SECTION 14 T.3N., R.3W., B.M.
CALDWELL, CANYON COUNTY, IDAHO
2026



VICINITY MAP
1"=500'

PLAN SHEET INDEX

SHEET	DESCRIPTION
PP-1	-COVER SHEET, INDEX, VICINITY MAP, NOTES
PP-2	-PRELIMINARY PLAT LAYOUT NORTH
PP-3	-PRELIMINARY PLAT LAYOUT SOUTH
PP-4	-TABLES & STREET SECTIONS
PP-5	-PRELIMINARY ENGINEERING PLAN
PP-6	-PRELIMINARY SEWER PROFILES
PP-7	-PRELIMINARY SEWER PROFILES
PP-8	-PRELIMINARY SEWER PROFILES
PP-9	-PRELIMINARY SEWER PROFILES
PP-10	-ADJACENT PROPERTIES

OWNERS
BILTMORE COMPANY LLC
1580 CAYUSE CREEK DR
MERIDIAN, ID 83642

HBU INVESTMENTS LLC
PO BOX 1335
MERIDIAN, ID 83642

DEVELOPER
BILTMORE COMPANY
1580 CAYUSE CREEK
MERIDIAN, ID 83642

ENGINEER
DAVID A. BAILEY, P.E.
BAILEY ENGINEERING, INC.
868 E RIVERSIDE DR., SUITE 120
EAGLE, ID
208-938-0013

PLANNER/CONTACT
KELLI BLACK
BAILEY ENGINEERING, INC.
868 E RIVERSIDE DR., SUITE 120
EAGLE, ID 83616
208-938-0013

LAND USE SUMMARY	
OVERALL PROJECT DATA	
CURRENT ZONING	COUNTY & RS-2
PROPOSED ZONING	R2
TOTAL SITE AREA	65.83
TOTAL ROW AREA	15.46
TOTAL LOTS	225
COMMON LOTS	31
RESIDENTIAL BUILDABLE LOTS	194
R2	194
RESIDENTIAL GROSS DENSITY	2.95 UNITS/ ACRE

SETBACKS	
R2	FRONT 20', REAR 15', SIDE 6' OR 15' ON STREET SIDE

OPEN SPACE SUMMARY	
SITE TOTAL AREA	65.83 ACRES
COMMON AREA	14.72 ACRES / 22.36%
OPEN SPACE	10.27 ACRES / 15.60%

ADDITIONAL DETAIL	
SEWER	CALDWELL CITY SEWER
WATER	CALDWELL CITY WATER
SCHOOL DISTRICT	VALLIVUE SCHOOL DISTRICT 139
IRRIGATION	PIONEER IRRIGATION DISTRICT
FIRE	CALDWELL RURAL FIRE

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., STE 120
EAGLE, ID 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED 9272 STATE OF IDAHO DAVID A. BAILEY

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DES

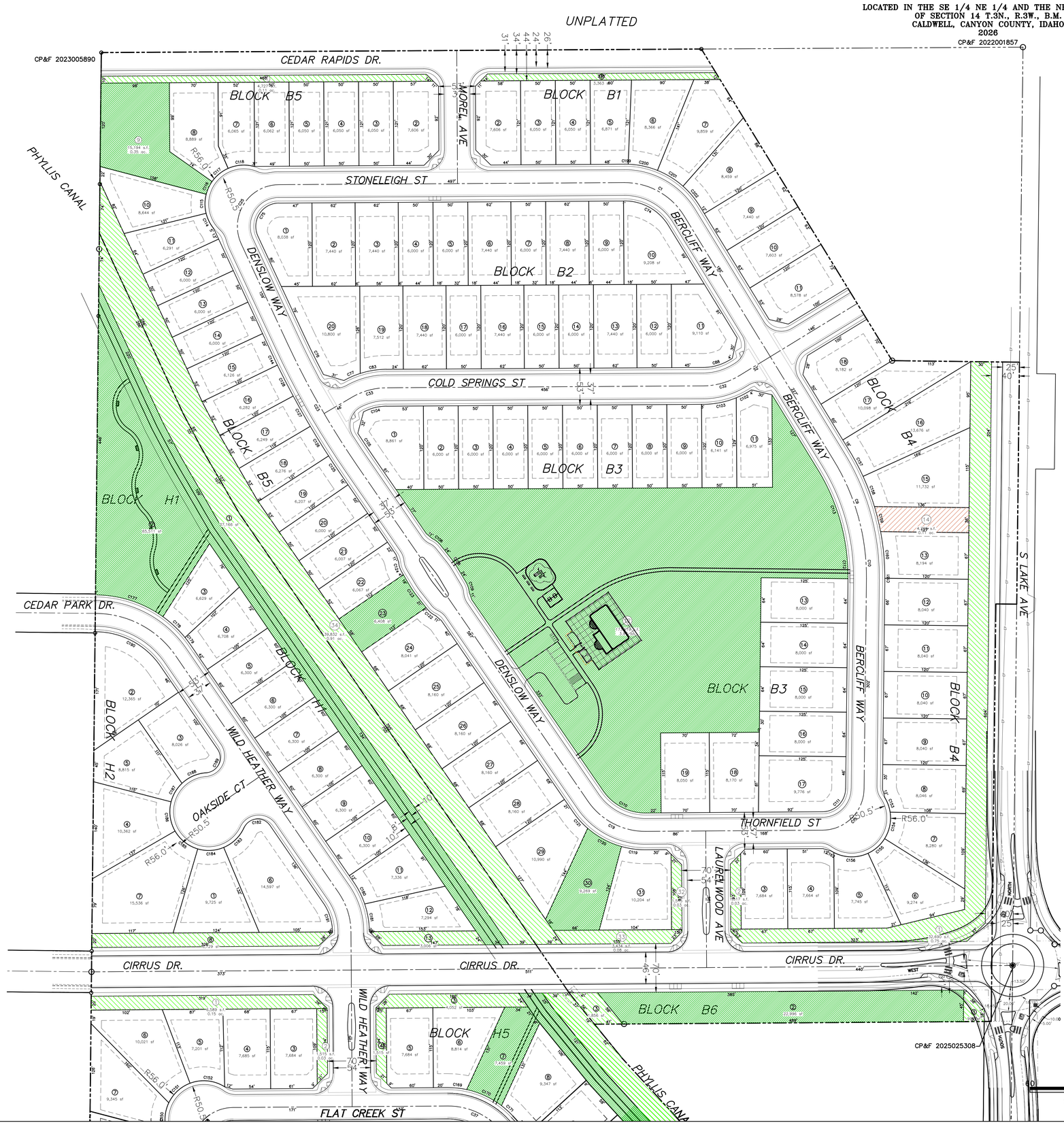
REVISED
NO. DATE DESCRIPTION
1. 04-07-2026 EMERGENCY ACCESS, LOT ADJ, ROW ADJ

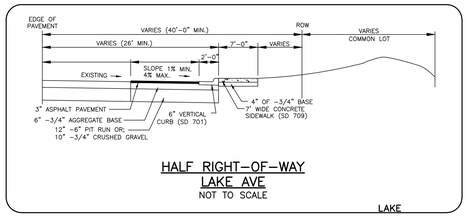
PRELIMINARY PLAT
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 11-06-2025
PROJECT: C2020-038
SHEET PP-1

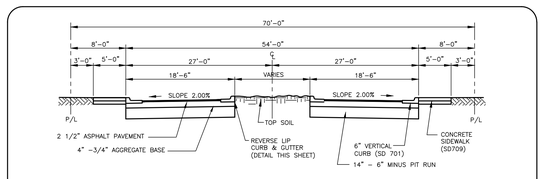
PRELIMINARY PLAT FOR
WESTBILT ESTATES SUBDIVISION

LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4 OF SECTION 14 T.3N., R.3W., B.M. CALDWELL, CANYON COUNTY, IDAHO
2026

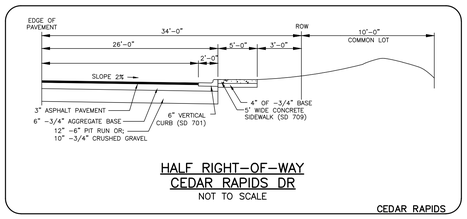




HALF RIGHT-OF-WAY
LAKE AVE
NOT TO SCALE



70' RIGHT-OF-WAY
ENTRANCE
NOT TO SCALE



HALF RIGHT-OF-WAY
CEDAR RAPIDS DR
NOT TO SCALE

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., STE 120
EAGLE, ID 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED 8272 STATE OF IDAHO DAVID A. BAILEY

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DAB/DES

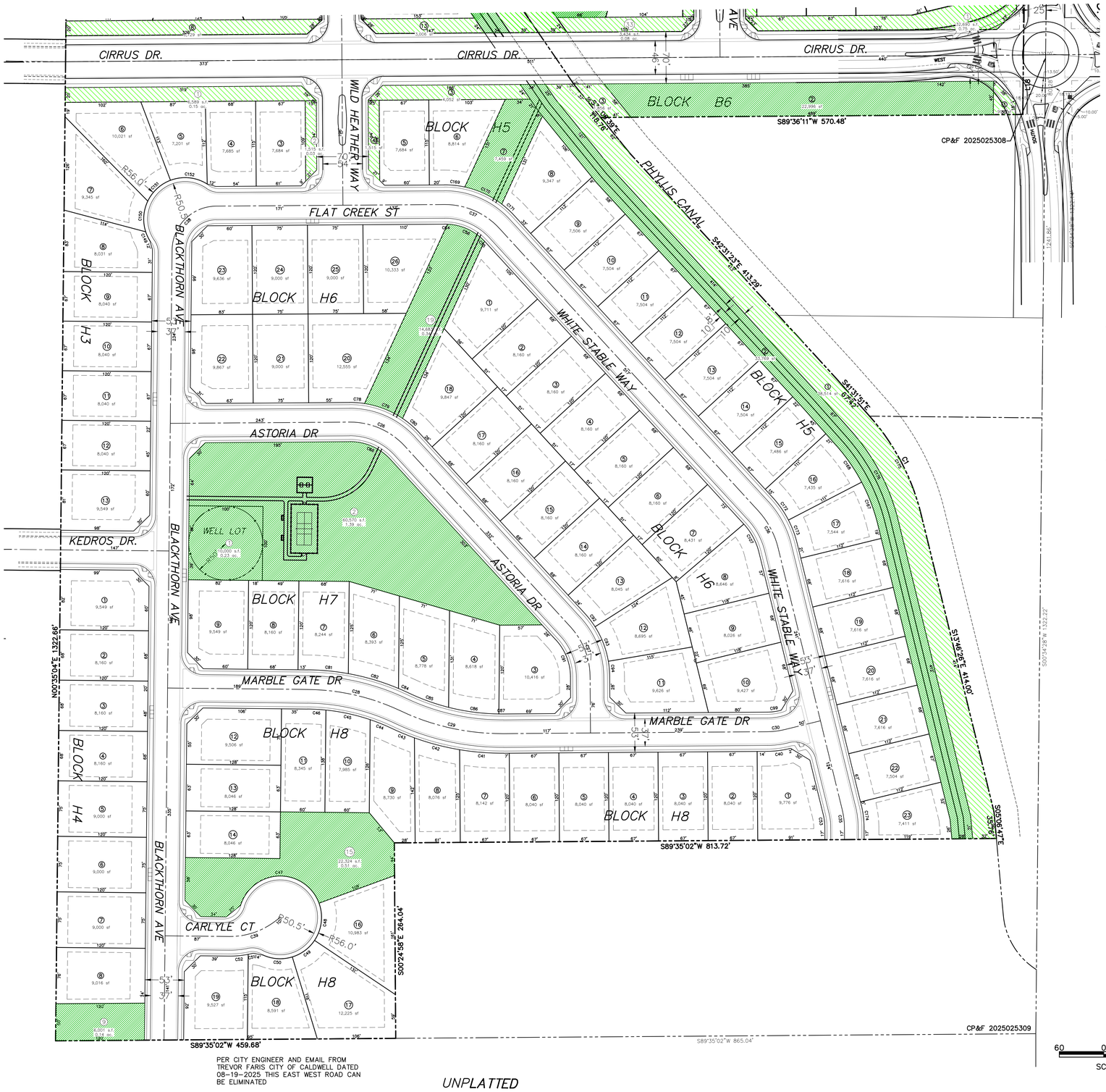
REVISED		
NO.	DATE	DESCRIPTION
1.	04-01-2026	EMERGENCY ACCESS, LOT ADJ., ROW ADJ.

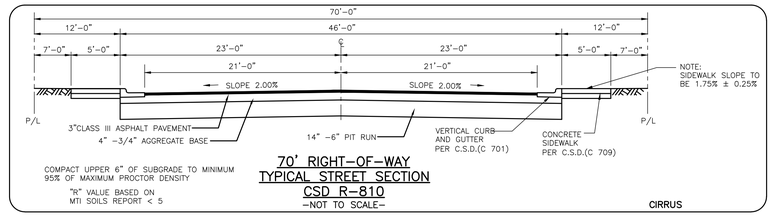
PRELIMINARY PLAT NORTH
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 11-06-2025
PROJECT: C2020-038
SHEET PP-2

PRELIMINARY PLAT FOR
WESTBILT ESTATES SUBDIVISION

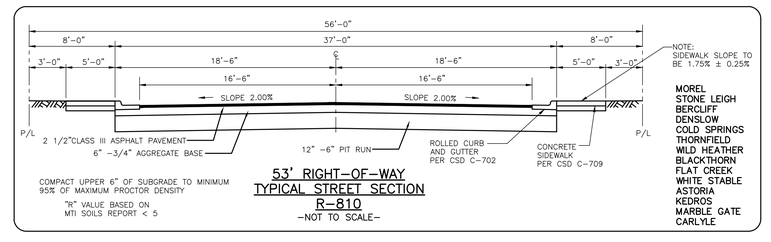
LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4 OF SECTION 14 T.3N., R.3W., B.M. CALDWELL, CANYON COUNTY, IDAHO 2026





70' RIGHT-OF-WAY
TYPICAL STREET SECTION
CSD R-810
-NOT TO SCALE-

CIRRUS



53' RIGHT-OF-WAY
TYPICAL STREET SECTION
R-810
-NOT TO SCALE-

MOREL
STONE LEIGH
BERCLIFF
DENSLOW
COLD SPRINGS
THORNFIELD
WILD HEATHER
BLACKTHORN
FLAT CREEK
WHITE STABLE
ASTORIA
KEDROS
MARBLE GATE
CARLYLE

60 0 30 60 120
SCALE IN FEET
1"=60'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., STE 120
EAGLE, ID 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO DAVID A. BAILEY 8272 NO 15708 CONSTRUCTION

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DAB/DES

REVISED		
NO.	DATE	DESCRIPTION
1.	04-01-2026	EMERGENCY ACCESS, LOT ADJ, ROW ADJ

PRELIMINARY PLAT SOUTH
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 11-06-2025
PROJECT: C2020-038
SHEET PP-3

LOT & CURVE TABLES FOR WESTBILT ESTATES SUBDIVISION

LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4 OF SECTION 14 T.3N., R.3W., B.M. CALDWELL, CANYON COUNTY, IDAHO 2025

Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C1	100.00	102.75	98.29	S60°54'09"E	58°52'17"
C9	320.00	134.42	133.44	S19°25'58"E	24°04'06"
C10	320.00	44.93	44.89	S03°22'34"E	8°02'41"
C15	60.00	93.16	84.08	S45°07'28"W	88°57'25"
C19	100.00	97.55	93.72	N62°27'08"W	55°53'23"
C23	1200.00	200.93	200.70	N29°42'38"W	9°35'38"
C25	60.00	119.98	100.97	N32°22'27"E	114°34'31"
C26	100.00	83.56	81.15	S66°27'36"E	47°52'26"
C27	100.00	73.49	71.85	S21°28'11"E	42°06'25"
C28	300.00	129.68	128.67	S77°01'57"E	24°45'59"
C29	320.00	143.91	142.70	S77°31'58"E	25°46'01"
C30	100.00	23.31	23.26	N82°54'18"E	13°21'28"
C32	100.00	54.33	53.66	S74°05'51"W	31°07'43"
C33	100.00	52.30	51.70	S74°40'47"W	29°57'51"
C35	100.00	23.31	23.26	N07°05'42"W	13°21'28"
C36	114.00	57.20	56.60	N28°08'55"W	28°44'57"
C37	100.00	83.56	81.15	N66°27'36"W	47°52'26"
C38	60.00	93.22	84.12	S45°05'37"W	89°01'07"
C39	100.00	65.45	64.29	S71°50'06"W	37°29'57"
C40	126.50	29.49	29.43	S82°54'18"W	13°21'28"
C41	346.50	59.82	59.75	N85°28'12"W	9°53'32"
C42	346.50	63.28	63.19	N75°17'33"W	10°27'47"
C43	346.50	32.73	32.71	N67°21'18"W	5°24'42"
C44	273.50	31.90	31.88	N67°59'27"W	6°40'59"
C45	273.50	61.39	61.26	N77°45'46"W	12°51'39"
C46	273.50	24.93	24.92	N86°48'16"W	5°13'20"
C47	56.00	139.63	106.17	N88°26'49"E	142°51'31"
C48	56.00	52.71	50.79	S06°50'28"W	53°55'49"
C49	56.00	38.33	37.58	S53°24'49"W	39°12'52"
C50	56.00	40.37	39.50	N86°19'39"W	41°18'13"
C51	126.50	6.80	6.80	S77°17'38"W	3°04'54"
C52	126.50	25.94	25.90	S84°42'34"W	11°44'59"
C53	73.50	17.14	17.10	N07°05'42"W	13°21'28"
C55	73.50	1.06	1.06	N42°56'12"W	0°49'38"
C56	73.50	56.37	55.00	N65°19'20"W	43°56'37"
C64	73.50	3.98	3.98	N88°50'44"W	3°06'11"
C66	73.50	61.41	59.64	N66°27'36"W	47°52'26"
C74	73.50	75.52	72.24	N60°54'09"W	58°52'17"
C75	33.50	66.99	56.37	S32°22'27"W	114°34'31"
C76	1173.50	61.49	61.48	S26°24'52"E	3°00'07"
C77	126.50	25.53	25.48	N66°30'12"E	11°33'43"
C78	126.50	20.27	20.25	S85°48'26"E	9°10'48"
C79	126.50	55.55	55.10	S68°38'16"E	25°09'32"
C80	126.50	29.88	29.81	S49°17'26"E	13°32'07"
C81	326.50	54.93	54.87	S84°35'45"E	9°38'23"
C82	326.50	70.83	70.69	S73°33'40"E	12°25'45"
C83	126.50	38.37	38.22	N80°58'23"E	17°22'39"
C84	326.50	15.37	15.37	S65°59'53"E	2°41'50"
C85	293.50	57.16	57.07	S70°13'42"E	11°09'29"
C86	293.50	68.65	68.50	S82°30'30"E	13°24'08"
C87	293.50	6.18	6.18	S89°48'46"E	1°12'24"
C88	73.50	39.93	39.44	N74°05'51"E	31°07'43"
C91	73.50	54.02	52.81	N21°28'11"W	42°06'25"
C92	126.50	22.15	22.12	S37°30'27"E	10°01'52"
C93	126.50	50.33	50.00	S21°05'37"E	22°47'48"
C94	126.50	20.49	20.46	S05°03'20"E	9°16'45"
C99	73.50	19.00	18.95	N82°10'40"E	14°48'43"
C102	126.50	20.40	20.38	S63°09'09"W	9°14'21"
C103	126.50	48.33	48.04	S78°43'01"W	21°53'22"
C104	73.50	34.69	34.37	S76°08'26"W	27°02'32"
C105	1173.50	37.15	37.14	S33°36'02"E	1°48'49"
C106	34.00	15.62	15.48	S51°28'48"E	26°19'13"
C107	87.50	43.90	43.45	N28°08'55"W	28°44'57"
C108	130.00	17.30	17.29	S34°30'27"E	7°37'30"
C109	34.00	15.62	15.48	S17°32'05"E	26°19'13"

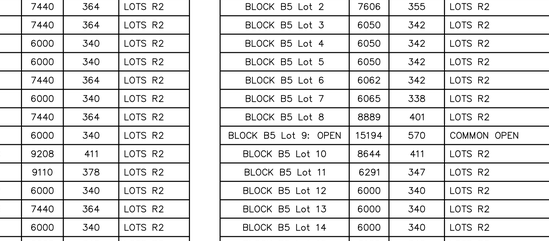
Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C110	73.50	71.70	68.89	S62°27'08"E	55°53'23"
C111	33.50	52.01	46.94	N45°07'28"E	88°57'25"
C112	293.50	41.21	41.18	N03°22'34"W	8°02'41"
C113	293.50	123.29	122.39	N19°25'58"W	24°04'06"
C114	56.00	23.33	23.17	N25°46'28"W	23°52'27"
C115	56.00	27.84	27.56	N00°24'26"E	28°29'20"
C116	56.00	20.11	20.00	N24°56'17"E	20°34'23"
C117	56.00	30.37	30.00	N50°45'41"E	31°04'25"
C118	56.00	35.34	34.76	N84°22'44"E	36°09'41"
C119	126.50	35.65	35.53	N82°19'28"W	16°08'43"
C120	126.50	55.55	55.10	N61°40'20"W	25°09'32"
C121	126.50	32.20	32.12	N41°48'00"W	14°35'08"
C122	34.00	15.62	15.48	N51°28'48"W	26°19'13"
C123	130.00	17.30	17.29	N34°30'27"W	7°37'30"
C124	34.00	15.62	15.48	N17°32'05"W	26°19'13"
C125	1226.50	34.10	34.10	N33°42'39"W	1°35'34"
C126	1226.50	50.00	50.00	N31°44'47"W	2°20'09"
C127	1226.50	50.00	50.00	N29°24'38"W	2°20'09"
C128	1226.50	50.00	50.00	N27°04'29"W	2°20'09"
C144	1226.50	21.26	21.26	N25°24'36"W	0°59'36"
C149	56.00	13.97	13.93	N24°58'35"W	14°17'35"
C150	56.00	42.57	41.55	N03°56'52"E	43°33'19"
C151	56.00	42.57	41.55	N47°30'11"E	43°33'19"
C152	56.00	51.83	50.00	S84°12'16"E	53°01'46"
C153	56.00	22.93	22.77	S20°21'50"E	23°27'24"
C154	56.00	39.89	39.05	S11°46'12"W	40°48'41"
C155	56.00	32.24	31.79	S48°40'01"W	32°58'56"
C156	56.00	51.12	49.36	N88°41'36"W	52°17'52"
C157	346.50	41.89	41.86	S28°00'13"E	6°55'35"
C158	346.50	46.52	46.49	S20°41'39"E	7°41'34"
C159	346.50	37.11	37.09	S13°46'47"E	6°08'09"
C160	346.50	67.45	67.34	S05°08'07"E	11°09'11"
C161	346.50	1.24	1.24	S00°32'37"W	0°12'17"
C162	56.00	4.78	4.77	N60°06'06"W	4°53'08"
C167	252.50	62.14	61.98	N20°49'25"W	14°05'58"
C168	252.50	60.19	60.05	N34°42'08"W	13°39'27"
C169	126.50	27.81	27.75	S84°06'00"E	12°35'38"
C170	126.50	55.44	55.00	S65°14'50"E	25°06'42"
C171	126.50	22.45	22.42	S47°36'26"E	10°10'06"
C172	140.50	37.18	37.08	S34°56'29"E	15°09'49"
C173	140.50	33.31	33.24	S20°34'00"E	13°35'08"
C174	126.50	29.49	29.43	S07°05'42"E	13°21'28"
C175	312.50	151.39	149.91	N27°39'09"W	27°45'25"
C176	280.50	135.89	134.56	N27°39'09"W	27°45'25"
C177	166.50	101.94	100.36	S71°50'56"E	35°04'47"
C178	166.50	43.72	43.59	S46°47'14"E	15°02'37"
C179	166.50	13.83	13.82	S36°53'11"E	4°45'28"
C180	126.50	34.73	34.63	S26°38'28"E	15°43'56"
C181	126.50	40.58	40.40	S09°35'10"E	18°22'41"
C182	21.50	45.39	37.42	S85°00'36"W	120°57'56"
C183	56.00	41.80	40.84	S45°54'45"W	42°46'15"
C184	56.00	38.13	37.40	S86°48'13"W	39°00'40"
C185	56.00	42.68	41.65	N51°51'27"W	43°40'00"
C186	56.00	43.58	42.49	N07°43'54"W	44°35'07"
C187	56.00	31.35	30.94	N30°35'49"E	32°04'20"
C188	56.00	38.92	38.15	N66°32'44"E	39°49'30"
C189	21.50	45.39	37.42	N25°58'31"E	120°57'56"
C190	113.50	108.72	104.61	N61°56'53"W	54°52'53"
C191	73.50	43.76	43.11	N17°27'08"W	34°06'37"
C199	126.50	5.69	5.69	S89°02'58"E	2°34'39"
C200	126.50	43.26	43.05	S77°57'50"E	19°35'36"
C201	126.50	43.26	43.05	S58°22'14"E	19°35'36"
C202	126.50	37.77	37.63	S40°01'13"E	17°06'25"

Parcel Table			
Lot	Area	Perimeter	Type
BLOCK B1 Lot 1: OPEN	3363	699	BUFFER
BLOCK B1 Lot 2	7606	355	LOTS R2
BLOCK B1 Lot 3	6050	342	LOTS R2
BLOCK B1 Lot 4	6050	342	LOTS R2
BLOCK B1 Lot 5	6871	356	LOTS R2
BLOCK B1 Lot 6	8366	395	LOTS R2
BLOCK B1 Lot 7	9859	417	LOTS R2
BLOCK B1 Lot 8	8459	390	LOTS R2
BLOCK B1 Lot 9	7440	364	LOTS R2
BLOCK B1 Lot 10	7603	367	LOTS R2
BLOCK B1 Lot 11	8578	375	LOTS R2
BLOCK B2 Lot 1	8038	359	LOTS R2
BLOCK B2 Lot 2	7440	364	LOTS R2
BLOCK B2 Lot 3	7440	364	LOTS R2
BLOCK B2 Lot 4	6000	340	LOTS R2
BLOCK B2 Lot 5	6000	340	LOTS R2
BLOCK B2 Lot 6	7440	364	LOTS R2
BLOCK B2 Lot 7	6000	340	LOTS R2
BLOCK B2 Lot 8	7440	364	LOTS R2
BLOCK B2 Lot 9	6000	340	LOTS R2
BLOCK B2 Lot 10	9208	411	LOTS R2
BLOCK B2 Lot 11	9110	378	LOTS R2
BLOCK B2 Lot 12	6000	340	LOTS R2
BLOCK B2 Lot 13	7440	364	LOTS R2
BLOCK B2 Lot 14	6000	340	LOTS R2
BLOCK B2 Lot 15	6000	340	LOTS R2
BLOCK B2 Lot 16	7440	364	LOTS R2
BLOCK B2 Lot 17	6000	340	LOTS R2
BLOCK B2 Lot 18	7440	364	LOTS R2
BLOCK B2 Lot 19	7512	370	LOTS R2
BLOCK B2 Lot 20	10800	435	LOTS R2
BLOCK B3 Lot 1	8861	377	LOTS R2
BLOCK B3 Lot 2	6000	340	LOTS R2
BLOCK B3 Lot 3	6000	340	LOTS R2
BLOCK B3 Lot 4	6000	340	LOTS R2
BLOCK B3 Lot 5	6000	340	LOTS R2
BLOCK B3 Lot 6	6000	340	LOTS R2
BLOCK B3 Lot 7	6000	340	LOTS R2
BLOCK B3 Lot 8	6000	340	LOTS R2
BLOCK B3 Lot 9	6000	340	LOTS R2
BLOCK B3 Lot 10	6141	350	LOTS R2
BLOCK B3 Lot 11	6975	369	LOTS R2
BLOCK B3 Lot 12: OPEN	173119	2192	OPEN SPACE
BLOCK B3 Lot 13	8000	378	LOTS R2
BLOCK B3 Lot 14	8000	378	LOTS R2
BLOCK B3 Lot 15	8000	378	LOTS R2
BLOCK B3 Lot 16	8000	378	LOTS R2
BLOCK B3 Lot 17	9776	396	LOTS R2
BLOCK B3 Lot 18	8170	372	LOTS R2
BLOCK B3 Lot 19	8050	370	LOTS R2
BLOCK B4 Lot 1: OPEN	32690	2352	BUFFER
BLOCK B4 Lot 2: OPEN	1517	238	BUFFER
BLOCK B4 Lot 3	7684	360	LOTS R2
BLOCK B4 Lot 4	7664	359	LOTS R2
BLOCK B4 Lot 5	7745	370	LOTS R2
BLOCK B4 Lot 6	9274	405	LOTS R2
BLOCK B4 Lot 7	8280	393	LOTS R2

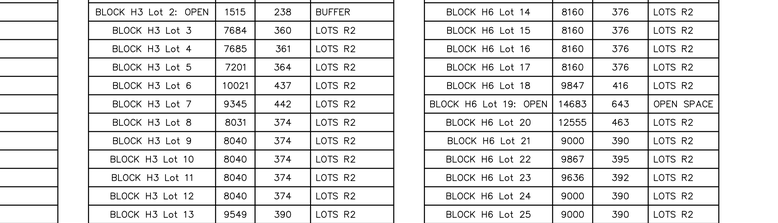
Parcel Table			
Lot	Area	Perimeter	Type
BLOCK B4 Lot 8	8046	368	LOTS R2
BLOCK B4 Lot 9	8040	374	LOTS R2
BLOCK B4 Lot 10	8040	374	LOTS R2
BLOCK B4 Lot 11	8040	374	LOTS R2
BLOCK B4 Lot 12	8040	374	LOTS R2
BLOCK B4 Lot 13	8194	381	LOTS R2
BLOCK B4 Lot 14: OPEN	4708	336	EMERG ACCESS – UTILITIES
BLOCK B4 Lot 15	11732	467	LOTS R2
BLOCK B4 Lot 16	13676	540	LOTS R2
BLOCK B4 Lot 17	10098	509	LOTS R2
BLOCK B4 Lot 18	8182	368	LOTS R2
BLOCK B5 Lot 1: OPEN	4727	970	BUFFER
BLOCK B5 Lot 2	7606	355	LOTS R2
BLOCK B5 Lot 3	6050	342	LOTS R2
BLOCK B5 Lot 4	6050	342	LOTS R2
BLOCK B5 Lot 5	6050	342	LOTS R2
BLOCK B5 Lot 6	6062	342	LOTS R2
BLOCK B5 Lot 7	6065	338	LOTS R2
BLOCK B5 Lot 8	8889	401	LOTS R2
BLOCK B5 Lot 9: OPEN	15194	570	COMMON OPEN
BLOCK B5 Lot 10	8644	411	LOTS R2
BLOCK B5 Lot 11	6291	347	LOTS R2
BLOCK B5 Lot 12	6000	340	LOTS R2
BLOCK B5 Lot 13	6000	340	LOTS R2
BLOCK B5 Lot 14	6000	340	LOTS R2
BLOCK B5 Lot 15	6126	342	LOTS R2
BLOCK B5 Lot 16	6282	345	LOTS R2
BLOCK B5 Lot 17	6249	344	LOTS R2
BLOCK B5 Lot 18	6276	344	LOTS R2
BLOCK B5 Lot 19	6207	344	LOTS R2
BLOCK B5 Lot 20	6000	340	LOTS R2
BLOCK B5 Lot 21	6007	340	LOTS R2
BLOCK B5 Lot 22	6067	337	LOTS R2
BLOCK B5 Lot 23: OPEN	6408	340	OPEN SPACE
BLOCK B5 Lot 24	8041	370	LOTS R2
BLOCK B5 Lot 25	8160	376	LOTS R2
BLOCK B5 Lot 26	8160	376	LOTS R2
BLOCK B5 Lot 27	8160	376	LOTS R2
BLOCK B5 Lot 28	8160	376	LOTS R2
BLOCK B5 Lot 29	10990	445	LOTS R2
BLOCK B5 Lot 30: OPEN	9269	410	OPEN SPACE
BLOCK B5 Lot 31	10204	411	LOTS R2
BLOCK B5 Lot 32: OPEN	1515	238	BUFFER
BLOCK B5 Lot 33: OPEN	3434	391	BUFFER
BLOCK B5 Lot 34: OPEN	39832	2602	PHYLLIS CANAL
BLOCK B6 Lot 1: OPEN	997	134	BUFFER
BLOCK B6 Lot 2: OPEN	22996	1119	OPEN SPACE
BLOCK B6 Lot 3: OPEN	1856	198	PHYLLIS CANAL
BLOCK H1 Lot 1: OPEN	37166	2436	PHYLLIS CANAL
BLOCK H1 Lot 2: OPEN	65511	2528	OPEN SPACE
BLOCK H1 Lot 3	6629	351	LOTS R2
BLOCK H1 Lot 4	6708	339	LOTS R2
BLOCK H1 Lot 5	6300	330	LOTS R2
BLOCK H1 Lot 6	6300	330	LOTS R2
BLOCK H1 Lot 7	6300	330	LOTS R2
BLOCK H1 Lot 8	6300	330	LOTS R2
BLOCK H1 Lot 9	6300	330	LOTS R2

Parcel Table			
Lot	Area	Perimeter	Type
BLOCK H1 Lot 10	6300	330	LOTS R2
BLOCK H1 Lot 11	7336	361	LOTS R2
BLOCK H1 Lot 12	7294	390	LOTS R2
BLOCK H1 Lot 13: OPEN	3006	352	BUFFER
BLOCK H2 Lot 1	9725	420	LOTS R2
BLOCK H2 Lot 2	12365	474	LOTS R2
BLOCK H2 Lot 3	8026	365	LOTS R2
BLOCK H2 Lot 4	10362	435	LOTS R2
BLOCK H2 Lot 5	8815	380	LOTS R2
BLOCK H2 Lot 6	14597	505	LOTS R2
BLOCK H2 Lot 7	15536	501	LOTS R2
BLOCK H2 Lot 8: OPEN	6729	721	BUFFER
BLOCK H3 Lot 1: OPEN	6589	707	BUFFER
BLOCK H3 Lot 2: OPEN	1515	238	BUFFER
BLOCK H3 Lot 3	7684	360	LOTS R2
BLOCK H3 Lot 4	7685	361	LOTS R2
BLOCK H3 Lot 5	7201	364	LOTS R2
BLOCK H3 Lot 6	10021	437	LOTS R2
BLOCK H3 Lot 7	9345	442	LOTS R2
BLOCK H3 Lot 8	8031	374	LOTS R2
BLOCK H3 Lot 9	8040	374	LOTS R2
BLOCK H3 Lot 10	8040	374	LOTS R2
BLOCK H3 Lot 11	8040	374	LOTS R2
BLOCK H3 Lot 12	8040	374	LOTS R2
BLOCK H3 Lot 13	9549	390	LOTS R2
BLOCK H4 Lot 1	9549	390	LOTS R2
BLOCK H4 Lot 2	8160	376	LOTS R2
BLOCK H4 Lot 3	8160	376	LOTS R2
BLOCK H4 Lot 4	8160	376	LOTS R2
BLOCK H4 Lot 5	9000	390	LOTS R2
BLOCK H4 Lot 6	9000	390	LOTS R2
BLOCK H4 Lot 7	9000	390	LOTS R2
BLOCK H4 Lot 8	9016	390	LOTS R2
BLOCK H4 Lot 9: OPEN	6001	340	OPEN SPACE
BLOCK H5 Lot 1: OPEN	38514	2478	PHYLLIS CANAL
BLOCK H5 Lot 2: OPEN	33769	2474	OPEN SPACE
BLOCK H5 Lot 3: OPEN	4052	457	BUFFER
BLOCK H5 Lot 4: OPEN	1515	238	BUFFER
BLOCK H5 Lot 5	7684	360	LOTS R2
BLOCK H5 Lot 6	8814	397	LOTS R2
BLOCK H5 Lot 7: OPEN	7459	379	OPEN SPACE
BLOCK H5 Lot 8	9347	406	LOTS R2
BLOCK H5 Lot 9	7506	359	LOTS R2
BLOCK H5 Lot 10	7504	358	LOTS R2
BLOCK H5 Lot 11	7504	358	LOTS R2
BLOCK H5 Lot 12	7504	358	LOTS R2
BLOCK H5 Lot 13	7504	358	LOTS R2
BLOCK H5 Lot 14	7504	358	LOTS R2
BLOCK H5 Lot 15	7486	357	LOTS R2
BLOCK H5 Lot 16	7435	356	LOTS R2
BLOCK H5 Lot 17	7544	358	LOTS R2
BLOCK H5 Lot 18	7616	360	LOTS R2
BLOCK H5 Lot 19	7616	360	LOTS R2
BLOCK H5 Lot 20	7616	360	LOTS R2
BLOCK H5 Lot 21	7616	360	LOTS R2
BLOCK H5 Lot 22	7504	358	LOTS R2
BLOCK H5 Lot 23	7411	360	LOTS R2

Parcel Table			
Lot	Area	Perimeter	Type
BLOCK H6 Lot 1	9711	412	LOTS R2
BLOCK H6 Lot 2	8160	376	LOTS R2
BLOCK H6 Lot 3	8160	376	LOTS R2
BLOCK H6 Lot 4	8160	376	LOTS R2
BLOCK H6 Lot 5	8160	376	LOTS R2
BLOCK H6 Lot 6	8160	376	LOTS R2
BLOCK H6 Lot 7	8431	381	LOTS R2
BLOCK H6 Lot 8	8646	384	LOTS R2
BLOCK H6 Lot 9	8026	372	LOTS R2
BLOCK H6 Lot 10	9427	384	LOTS R2
BLOCK H6 Lot 11	9626	397	LOTS R2
BLOCK H6 Lot 12	8695	388	LOTS R2
BLOCK H6 Lot 13	8045	377	LOTS R2
BLOCK H6 Lot 14	8160	376	LOTS R2
BLOCK H6 Lot 15	8160	376	LOTS R2
BLOCK H6 Lot 16	8160	376	LOTS R2
BLOCK H6 Lot 17	8160	376	LOTS R2
BLOCK H6 Lot 18	9847	416	LOTS R2
BLOCK H6 Lot 19: OPEN	14683	643	OPEN SPACE
BLOCK H6 Lot 20	12555	463	LOTS R2
BLOCK H6 Lot 21	9000	390	LOTS R2
BLOCK H6 Lot 22	9867	395	LOTS R2
BLOCK H6 Lot 23	9636	392	LOTS R2
BLOCK H6 Lot 24	9000	390	LOTS R2
BLOCK H6 Lot 25	9000	390	LOTS R2
BLOCK H6 Lot 26	10333	425	LOTS R2
BLOCK H7 Lot 1: OPEN	10000	400	OPEN SPACE
BLOCK H7 Lot 2: OPEN	60570	1240	OPEN SPACE
BLOCK H7 Lot 3	10416	394	LOTS R2
BLOCK H7 Lot 4	8618	390	LOTS R2
BLOCK H7 Lot 5	8778	399	LOTS R2
BLOCK H7 Lot 6	8393	391	LOTS R2
BLOCK H7 Lot 7	8244	381	LOTS R2
BLOCK H7 Lot 8	8160	376	LOTS R2
BLOCK H7 Lot 9	9549	390	LOTS R2
BLOCK H8 Lot 1	9776	397	LOTS R2
BLOCK H8 Lot 2	8040	374	LOTS R2
BLOCK H8 Lot 3	8040	374	LOTS R2
BLOCK H8 Lot 4	8040	374	LOTS R2
BLOCK H8 Lot 5	8040	374	LOTS R2
BLOCK H8 Lot 6	8040	374	LOTS R2
BLOCK H8 Lot 7	8142	379	LOTS R2
BLOCK H8 Lot 8	8076	391	LOTS R2
BLOCK H8 Lot 9	8730	413	LOTS R2
BLOCK H8 Lot 10	7985	385	LOTS R2
BLOCK H8 Lot 11	8345	397	LOTS R2
BLOCK H8 Lot 12	9506	395	LOTS R2
BLOCK H8 Lot 13	8046	381	LOTS R2
BLOCK H8 Lot 14	8046	381	LOTS R2
BLOCK H8 Lot 15: OPEN	22324	804	OPEN SPACE
BLOCK H8 Lot 16	10983	453	LOTS R2
BLOCK H8 Lot 17	12225	450	LOTS R2
BLOCK H8 Lot 18	8591	386	LOTS R2
BLOCK H8 Lot 19	9527	389	LOTS R2

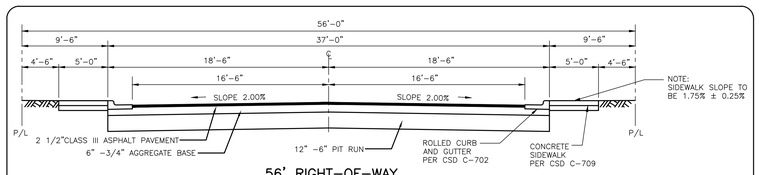


80' RIGHT-OF-WAY ENTRANCE
NOT TO SCALE



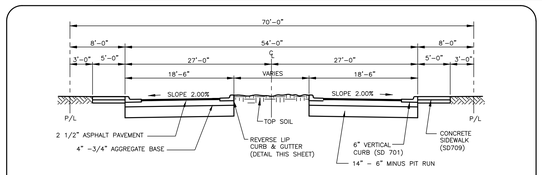
COMPACT UPPER 6" OF SUBGRADE TO MINIMUM 95% OF MAXIMUM PROCTOR DENSITY
"R" VALUE BASED ON MTI SOILS REPORT < 5

60' RIGHT-OF-WAY TYPICAL STREET SECTION CSD R-810
-NOT TO SCALE-

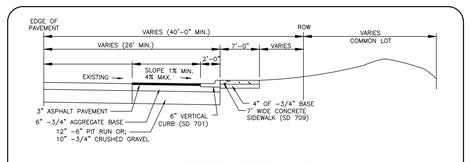


COMPACT UPPER 6" OF SUBGRADE TO MINIMUM 95% OF MAXIMUM PROCTOR DENSITY
"R" VALUE BASED ON MTI SOILS REPORT < 5

56' RIGHT-OF-WAY TYPICAL STREET SECTION R-810
-NOT TO SCALE-



70' RIGHT-OF-WAY ENTRANCE
NOT TO SCALE



HALF RIGHT-OF-WAY LAKE AVE
NOT TO SCALE

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., STE 120
EAGLE, ID 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO DAVID A. BAILEY 8272

NOT FOR CONSTRUCTION

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DAB/DES

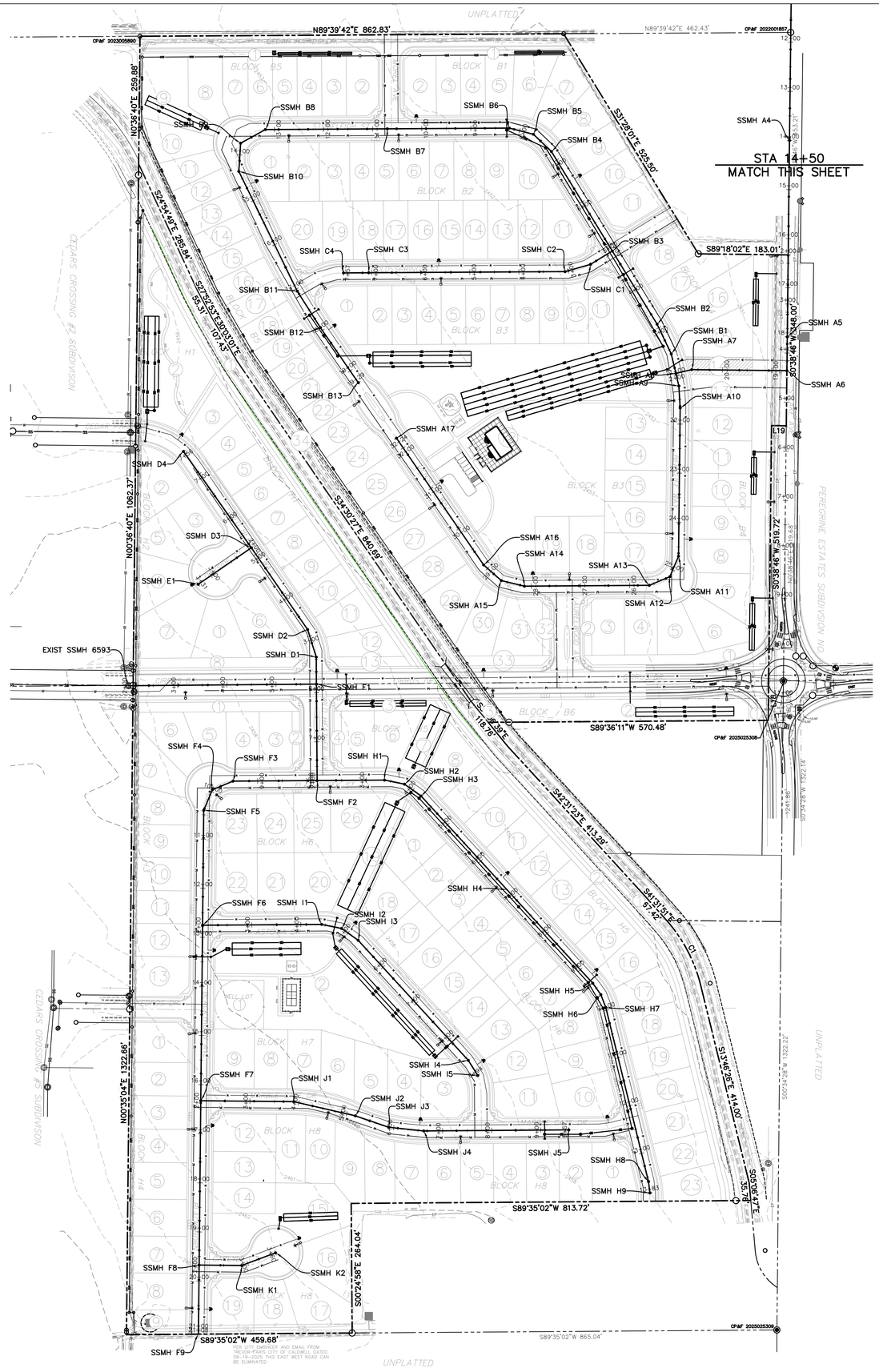
REVISED		
NO.	DATE	DESCRIPTION

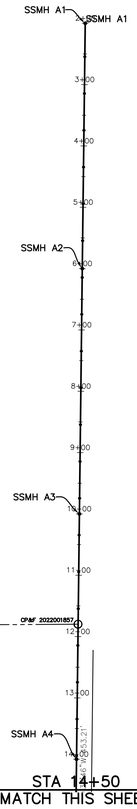
LOT AND CURVE TABLES
WESTBILT ESTATES SUBDIVISION
HBU INVESTMENTS

DATE: 09-23-2025
PROJECT: C2020-038
SHEET PP-4

PRELIMINARY ENGINEERING FOR WESTBILT ESTATES SUBDIVISION

LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4
OF SECTION 14 T.3N., R.3W., B.M.
CALDWELL, CANYON COUNTY, IDAHO
2026





PLAT LEGEND

- BOUNDARY
- LOT LINES
- ROAD CENTERLINE
- RIGHT OF WAY
- LOT NUMBER
- LOT AREA
- BLOCK NUMBER — BLOCK 7
- EASEMENT
- SETBACK
- CURB GUTTER SW
- STREET NAME — W. ASHTON DR.
- SEWER LINE
- WATER LINE
- STORM DRAIN LINE
- PRESSURE IRRIGATION
- GRAVITY IRRIGATION

100 0 50 100 200
SCALE IN FEET
1"=100'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., SUITE 120
EAGLE, IDAHO 83616
TEL 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED N0.8272 STATE OF IDAHO DAVID A BAILEY
NOT FOR CONSTRUCTION

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DAB/DES

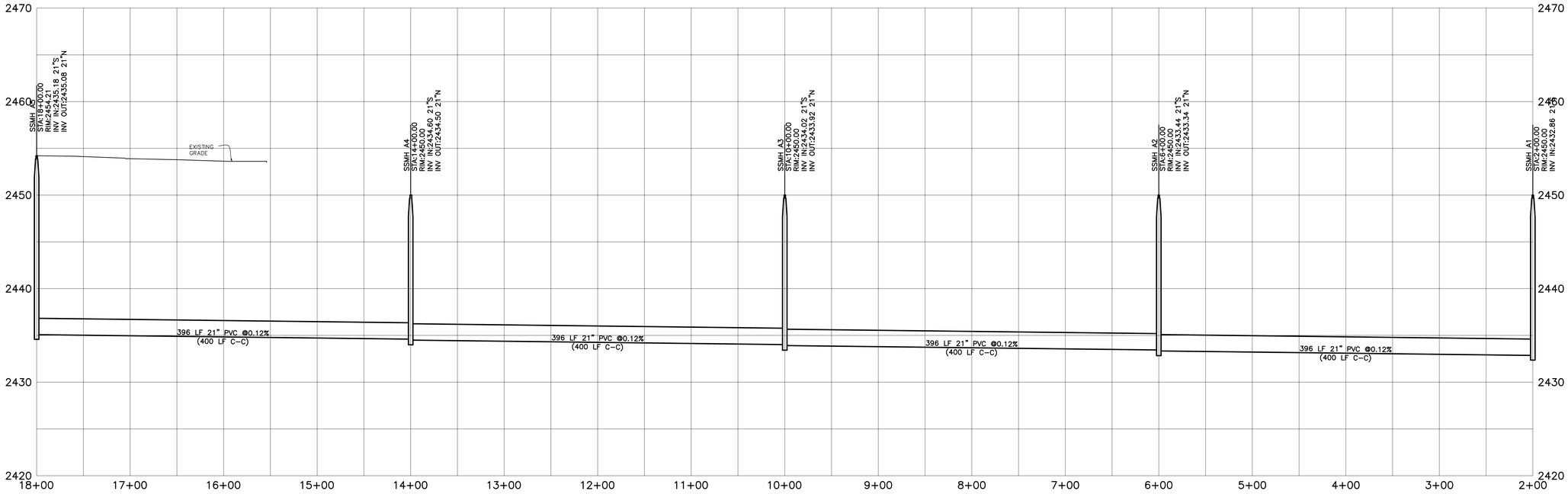
REVISED

NO.	DATE	DESCRIPTION
1.	04-01-2026	EMERGENCY ACCESS, LOT ADJ, ROW ADJ

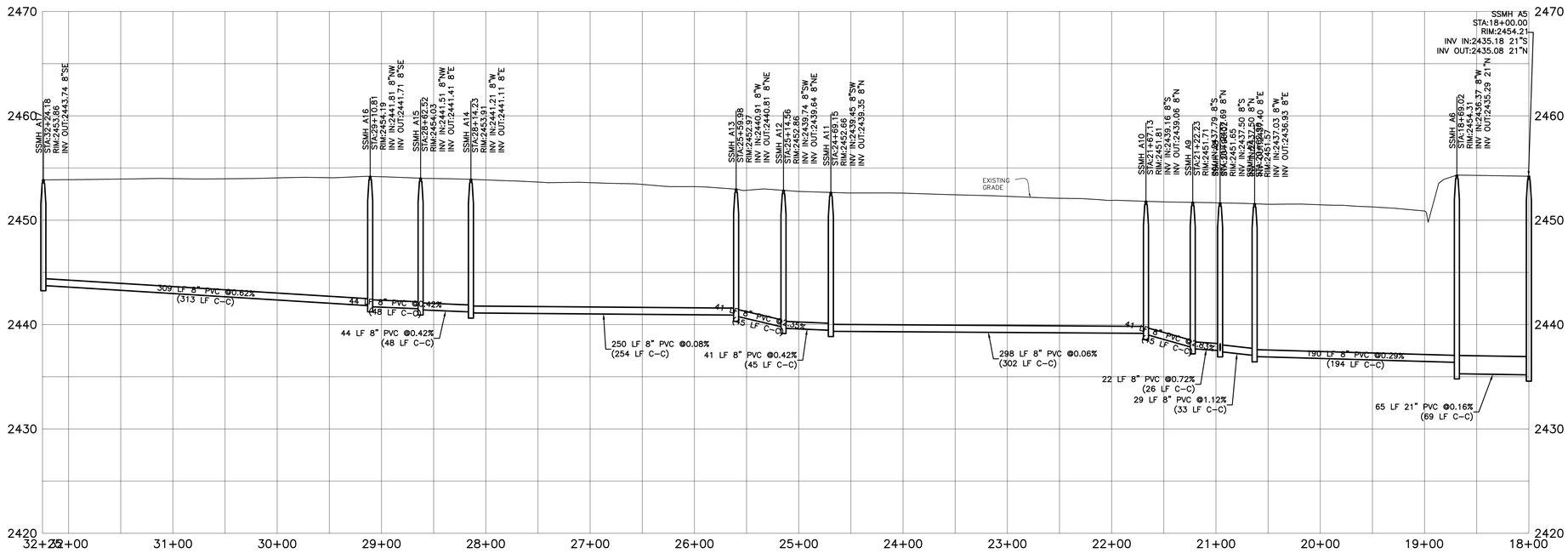
PRELIMINARY ENGINEERING
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 11-06-2025
PROJECT: C2020-038
SHEET PP-5

SEWER LINE A PROFILE



SEWER LINE A PROFILE



HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

50 0 25 50 100

SCALE IN FEET
1"=50'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., SUITE 120
EAGLE, IDAHO 83616
TEL: 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED 8272 STATE OF IDAHO DAVID A. BAILEY

NOT FOR CONSTRUCTION

CHECKED BY:
DAVID A. BAILEY P.E.

DRAWN BY:
DAB/DES

NO.	DATE	REVISED DESCRIPTION

PRELIMINARY SEWER PROFILES

WESTBILT ESTATES SUBDIVISION

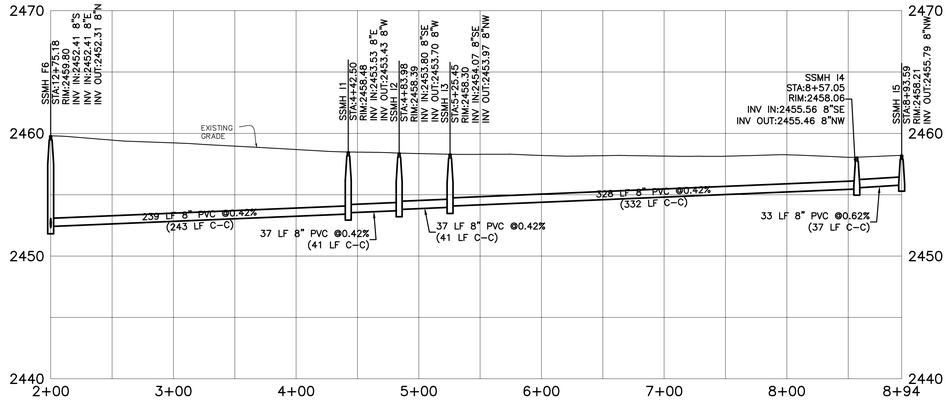
BILTMORE COMPANY

DATE:
11-06-2025

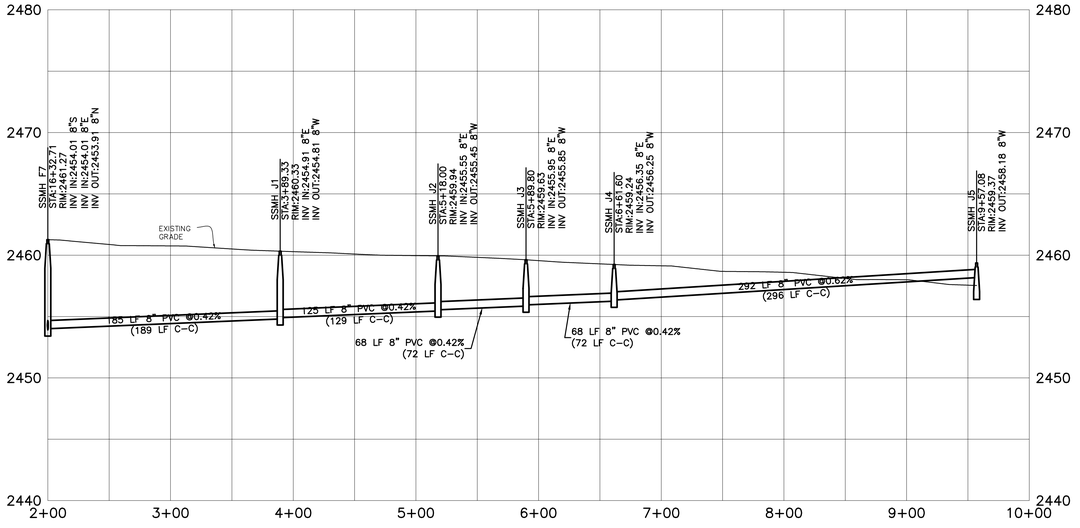
PROJECT:
C2020-038

SHEET
PP-6

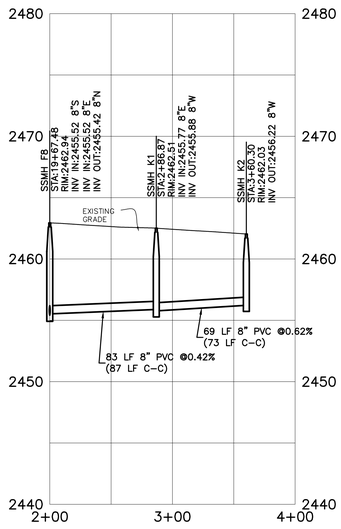
SEWER LINE I PROFILE



SEWER LINE J PROFILE



SEWER LINE K PROFILE



HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

50 0 25 50 100

SCALE IN FEET
1"=50'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., SUITE 120
EAGLE, IDAHO 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER
REGISTERED
8272
STATE OF IDAHO
DAVID A. BAILEY

NOT FOR CONSTRUCTION

CHECKED BY:
DAVID A. BAILEY P.E.

DRAWN BY:
DAB/DES

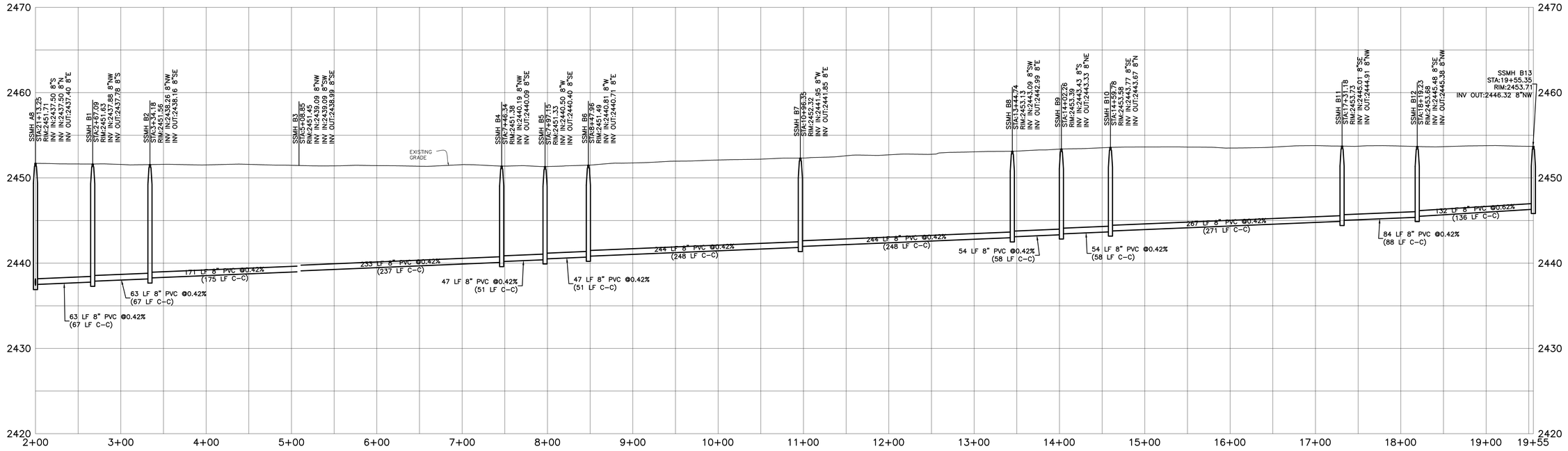
REVISED		
NO.	DATE	DESCRIPTION

PRELIMINARY SEWER PROFILES
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

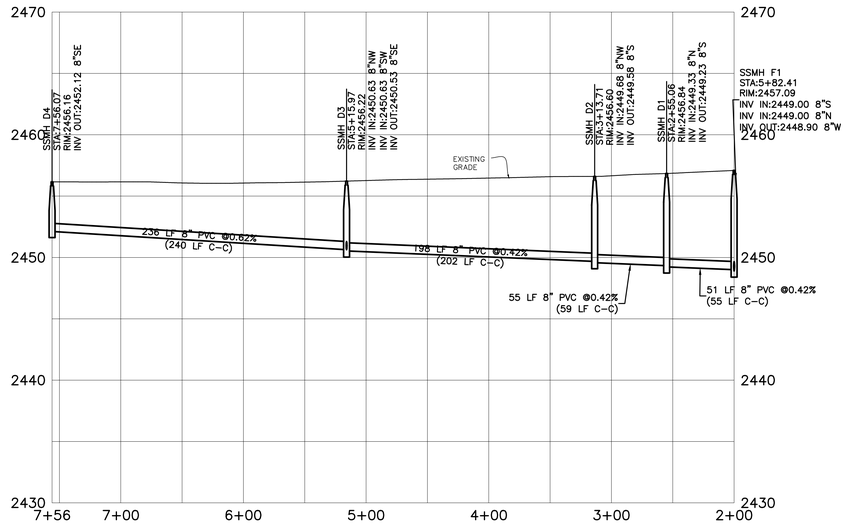
DATE:
11-06-2025
PROJECT:
C2020-038

SHEET
PP-9

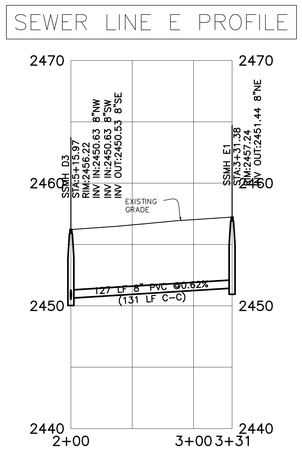
SEWER LINE B PROFILE



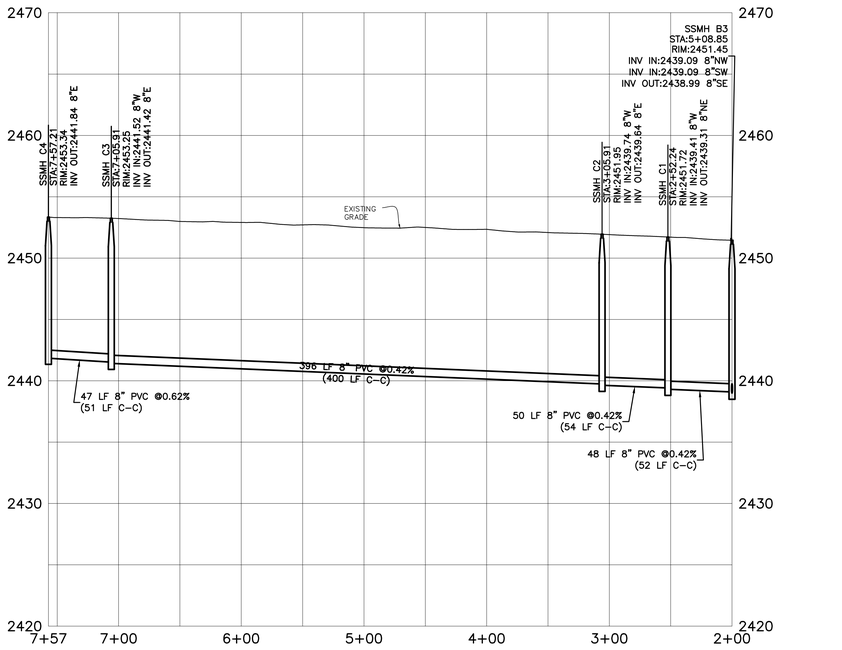
SEWER LINE D PROFILE



SEWER LINE E PROFILE



SEWER LINE C PROFILE



HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

50 0 25 50 100

SCALE IN FEET
1"=50'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., SUITE 120
EAGLE, IDAHO 83616
TEL. 208-938-5013
www.baileyengineers.com

PROFESSIONAL ENGINEER
REGISTERED
No. 8272
STATE OF IDAHO
DAVID A. BAILEY
CONSTRUCTION

CHECKED BY:
DAVID A. BAILEY P.E.

DRAWN BY:
DAB/DES

REVISED		
NO.	DATE	DESCRIPTION

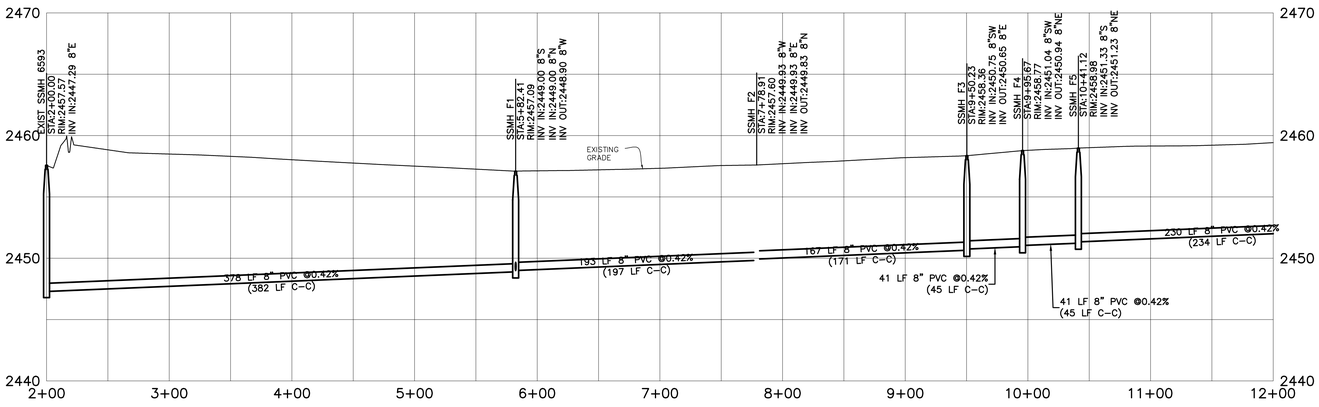
PRELIMINARY SEWER PROFILES
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE:
11-06-2025

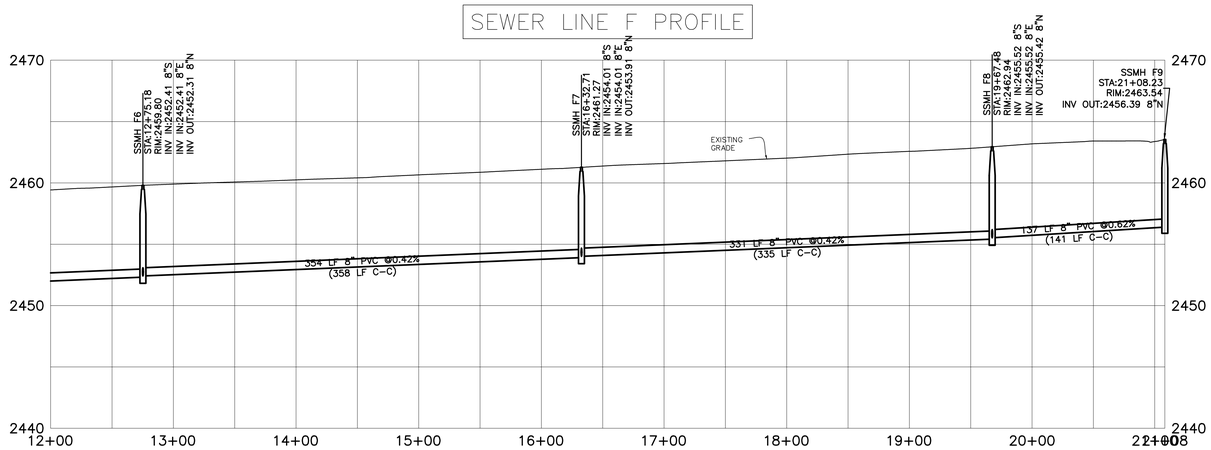
PROJECT:
C2020-038

SHEET
PP-7

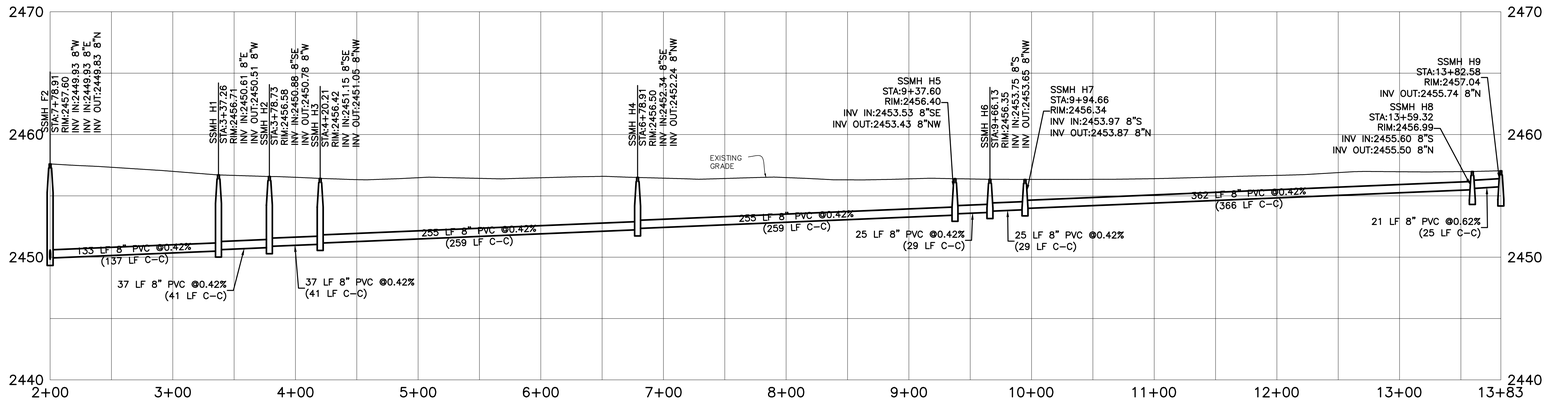
SEWER LINE F PROFILE



SEWER LINE F PROFILE



SEWER LINE H PROFILE



HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

50 0 25 50 100

SCALE IN FEET
1"=50'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., SUITE 120
EAGLE, IDAHO 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO DAVID A. BAILEY 8272

NOT FOR CONSTRUCTION

CHECKED BY:
DAVID A. BAILEY P.E.

DRAWN BY:
DAB/DES

REVISED

NO.	DATE	DESCRIPTION

PRELIMINARY SEWER PROFILES

WESTBILT ESTATES SUBDIVISION

BILTMORE COMPANY

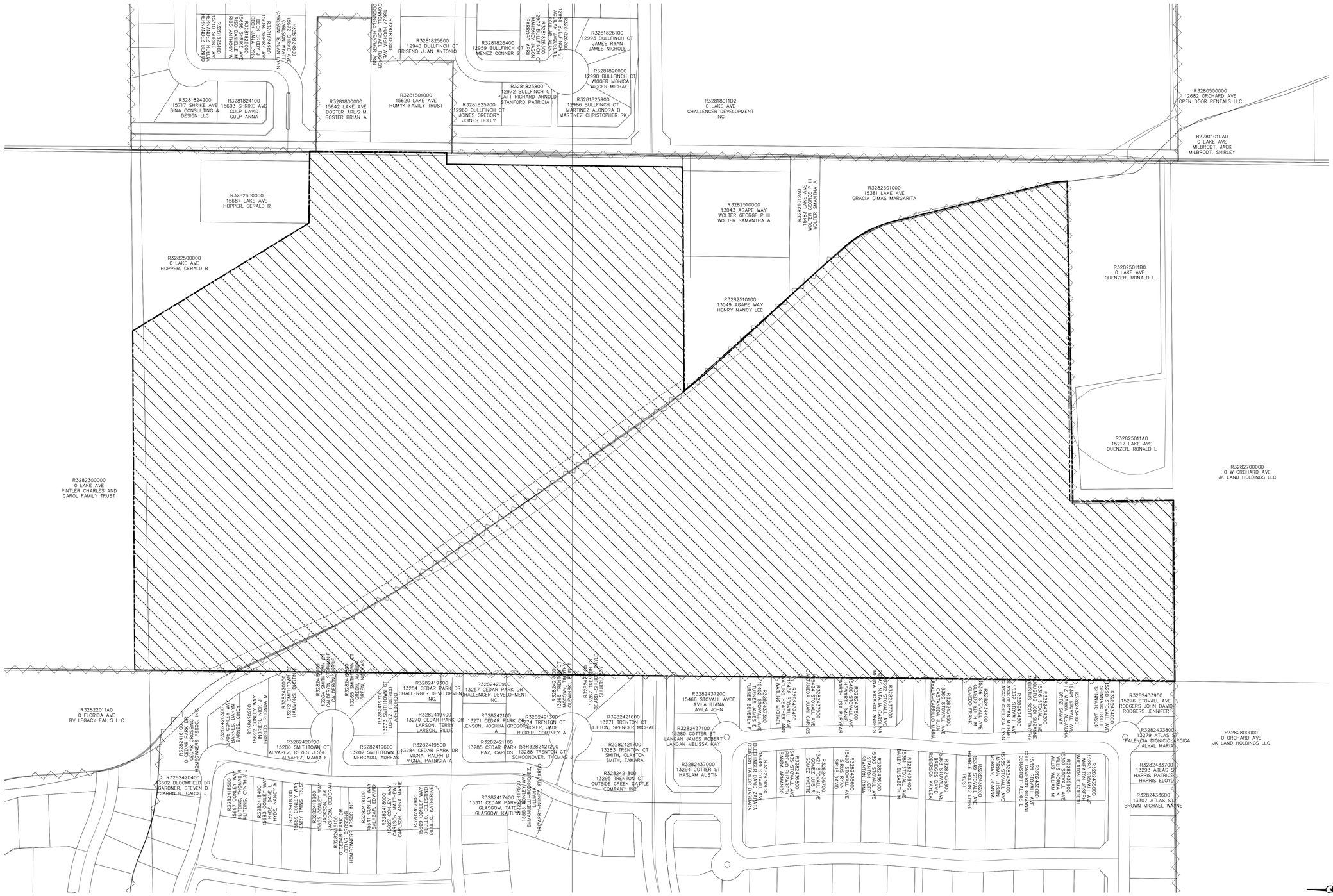
DATE:
11-06-2025

PROJECT:
C2020-038

SHEET
PP-8

ADJACENT PROPERTIES FOR
WESTBILT ESTATES SUBDIVISION

LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4
OF SECTION 14 T.3N., R.3W., B.M.
CALDWELL, CANYON COUNTY, IDAHO
2026



Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., STE 120
EAGLE, ID 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED 8272 STATE OF IDAHO DAVID A BAILEY

NOT FOR CONSTRUCTION

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DAB/DES

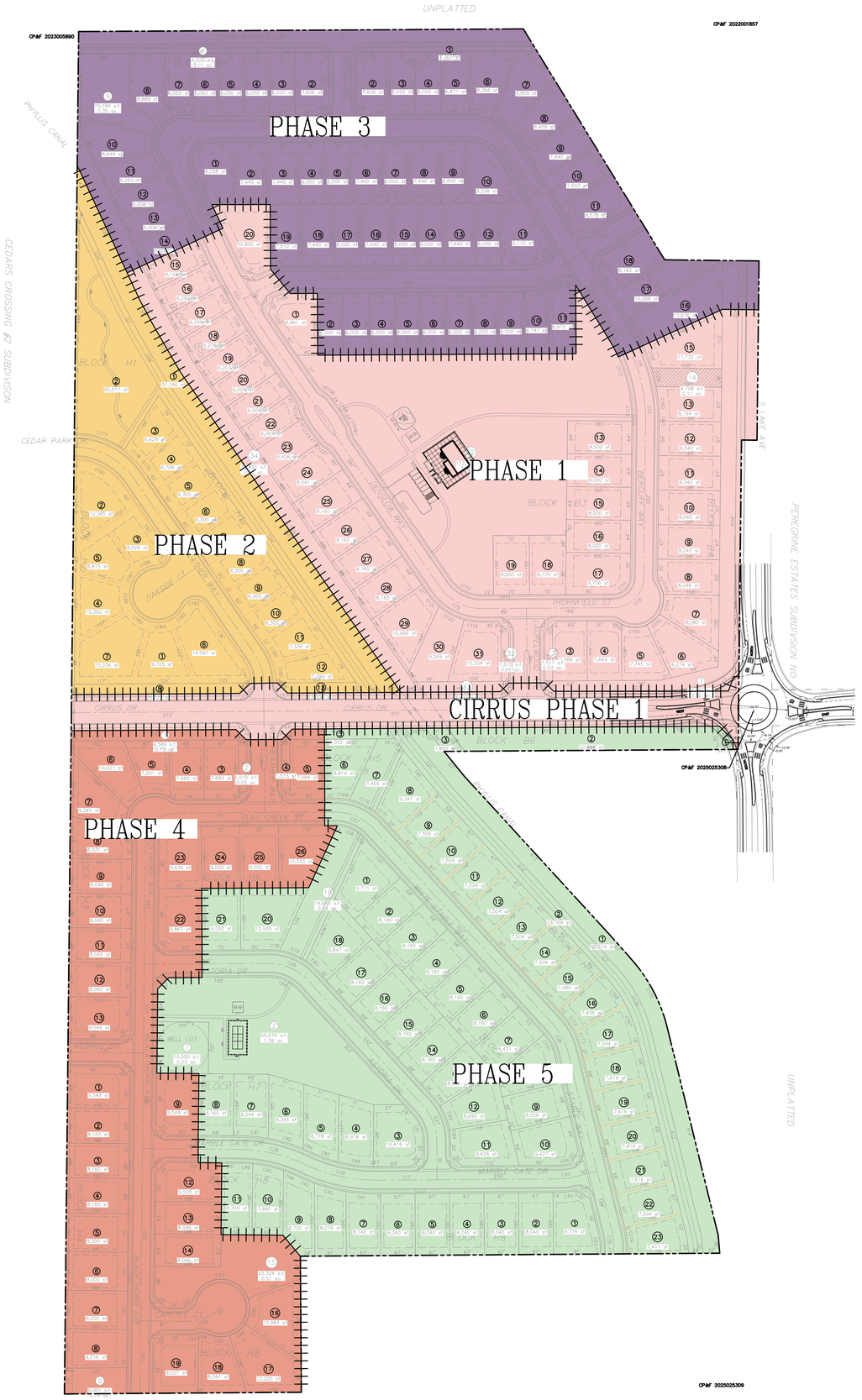
REVISED		
NO.	DATE	DESCRIPTION

ADJACENT PROPERTIES
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 11-06-2025
PROJECT: C2020-038
SHEET PP-10

PHASE EXHIBIT FOR
WESTBILT ESTATES SUBDIVISION

LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4 OF SECTION 14 T.3N., R.3W., B.M. CALDWELL, CANYON COUNTY, IDAHO 2026



PHASE 1 CONSTRUCTION CIRRUS DR ROAD CONSTRUCTION & DEDICATION
ROAD - ±2.22acres
PHASE 1
36 BUILD - ±15.44acres

PHASE 2
17 BUILD - ±6.91acres

PHASE 3
54 BUILD - ±13.04acres

PHASE 4
34 BUILD - ±10.39acres

PHASE 5
53 BUILD - ±17.85acres

100 0 50 100 200

SCALE IN FEET
1"=100'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., SUITE 120
EAGLE, ID 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED 8272 STATE OF IDAHO DAVID A. BAILEY

NOT FOR CONSTRUCTION

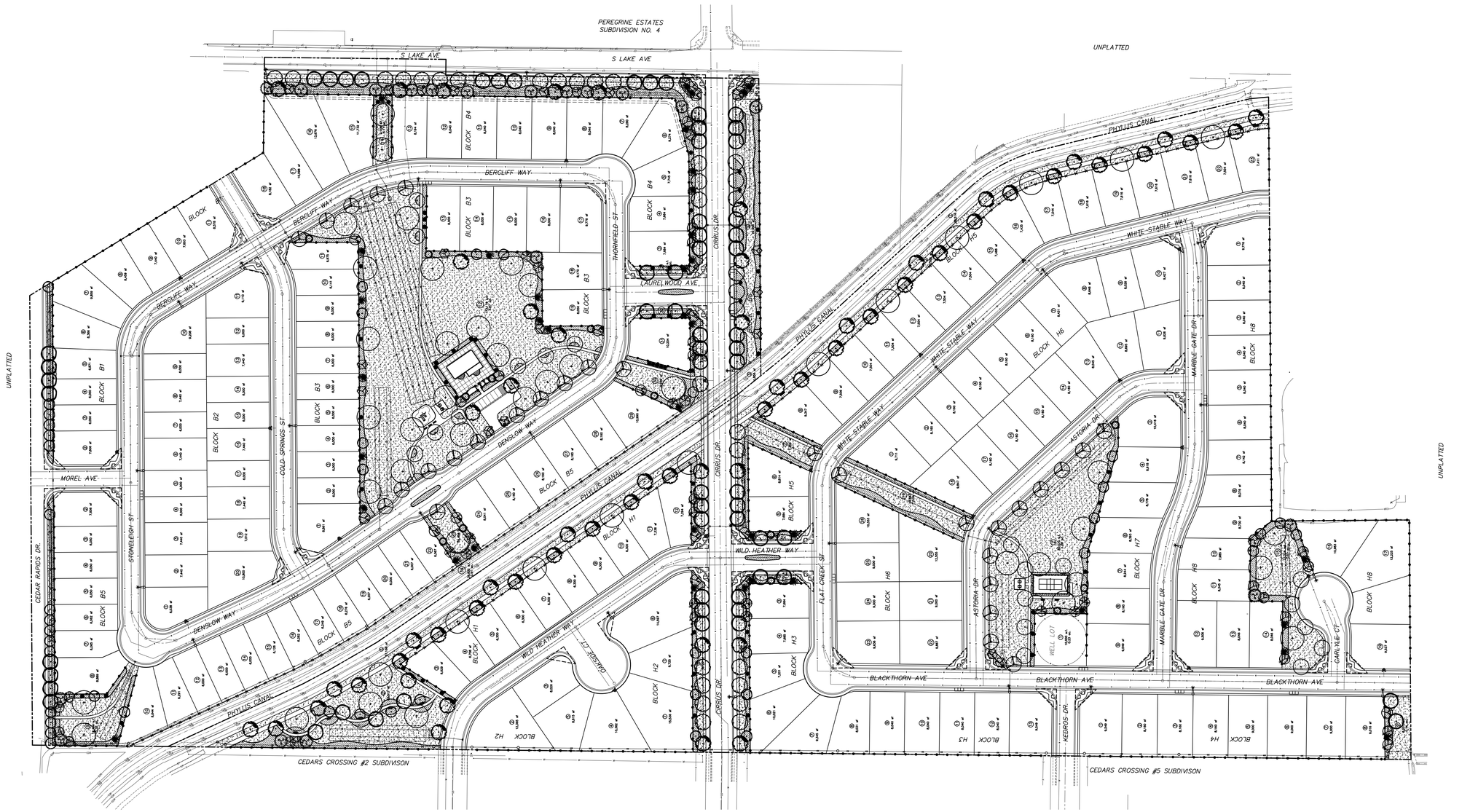
CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DES

REVISED

NO.	DATE	DESCRIPTION
1.	04-01-2026	EMERGENCY ACCESS, LOT ADJ., ROW ADJ.

PRELIMINARY PLAT
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 02-24-2026
PROJECT: C2020-038
SHEET PHASE



WESTBILT ESTATES SUBDIVISION

CALDWELL, ID

PRELIMINARY PLAT LANDSCAPE PLAN

OWNERS

HBU INVESTMENTS LLC
PO BOX 1335
MERIDIAN, ID 83642

BILTMORE COMPANY LLC
1580 CAYUSE CREEK
MERIDIAN, ID 83642

PLANNER/CONTACT

KELLI BLACK
BAILEY ENGINEERING, INC.
868 E. RIVERSIDE DR., STE 120
EAGLE, ID 83616
Phone (208) 938-0013

ENGINEER

DAVID A. BAILEY, P.E.
BAILEY ENGINEERING, INC.
868 E. RIVERSIDE DR., STE 120
EAGLE, ID 83616
Phone (208) 938-0013

NORTH

0' 100' 200' 300'

SCALE 1" = 100'

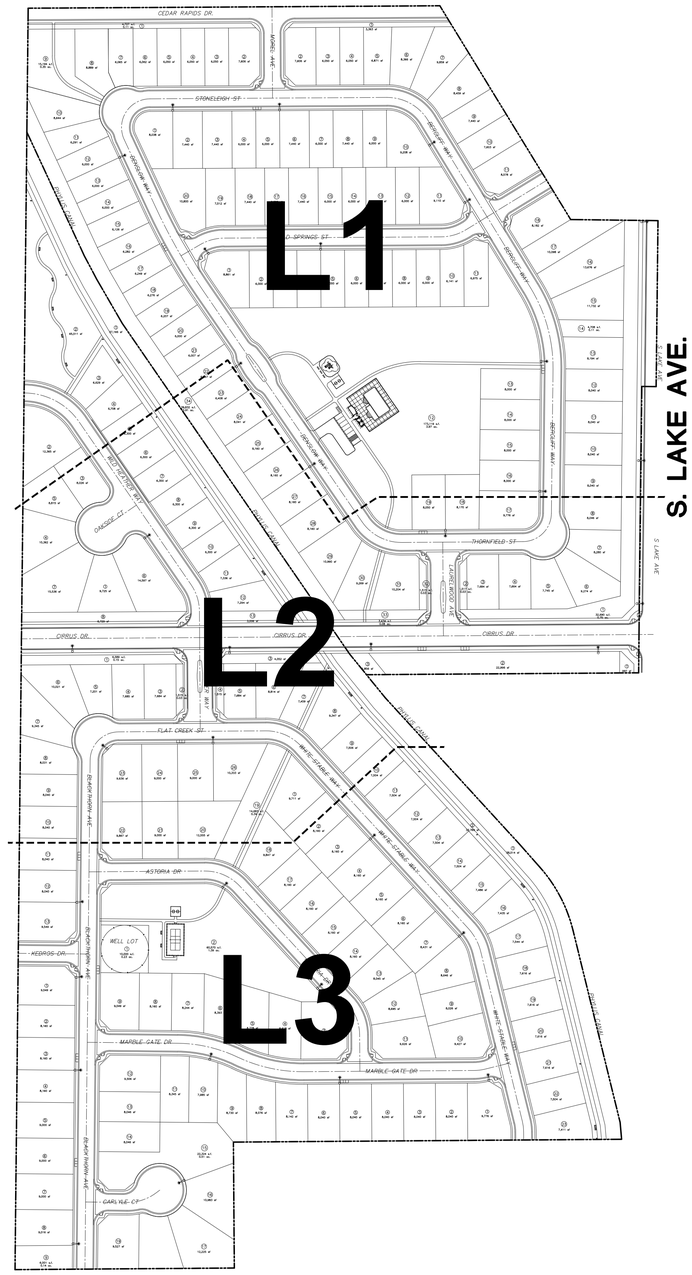
APRIL 6, 2026

STATE OF IDAHO — Kenneth Eugene Black — 6535 — LANDSCAPE ARCHITECT

JENSENBELTS ASSOCIATES

Site Planning / Landscape Architecture

1509 Tyrell Lane, Ste 130 Boise, ID 83706
Ph. (208) 343-7175 www.jensenbelts.com



NOTES

1. REFER TO EACH INDIVIDUAL SHEET (L1-L3) FOR LANDSCAPE PLANS.
2. REFER TO SHEET L4 FOR PLANT PALETTE, LANDSCAPE NOTES, CALCULATIONS, AND DETAILS.

NORTH

0' 150' 300' 450'

SCALE 1" = 150'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1110 E. STATE ST. STE 210
EAGLE, ID 83616
TEL 208-938-0013
www.baileyengineers.com

STATE OF IDAHO
Kimberly K. Eggenschwiler
LA-6535
LANDSCAPE ARCHITECT

CHECKED BY:
KKE
DRAWN BY:
JN

REVISED

NO.	DATE	DESCRIPTION

PRELIMINARY PLAT LANDSCAPE PLAN
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE:
04-06-26
PROJECT:
JBA-2508

SHEET
L0

CEDAR RAPIDS DR.
MOREL AVE
STONELEIGH ST
COLD SPRINGS ST
DENSLOW WAY
PHYLLIS CANAL
BERGCLIFF WAY
S LAKE AVE
LAWN (TYP)
10' LANDSCAPE BUFFER
BLOCK B5
BLOCK B1
BLOCK B2
BLOCK B3
BLOCK B4
BLOCK H1
BLOCK H2
8,644 sf 5' HT BLACK IRON FENCE ALONG EASEMENT SEE DTL 5, SHT L4 (TYP)
PATHWAY BOLLARD LIGHTS (TYP)
VISION TRIANGLE (TYP)
ORNAMENTAL TREE (TYP)
DECIDUOUS SHADE TREE (TYP)
EVERGREEN TREE (TYP)
30' LANDSCAPE BUFFER W/ 2' BERM
6' HT SOLID VINYL FENCE SEE DTL 4, SHT L4 (TYP)
5' CONNECTION PATHWAY (TYP)
SHRUB BED (TYP)
COMMUNITY PLAYGROUND W/ SHELTER & SEATING
OPEN PLAY AREA
LAWN (TYP)
PATHWAY BENCH & TRASH (TYP)
8' REGIONAL PATHWAY
CONTEMPLATION AREA W/ BENCHES
EXISTING FENCING TO REMAIN (TYP)
OPEN PLAY AREA
173,119 s.f. 3.97 ac.
COMMUNITY POOL & CHANGING ROOMS
MATCHLINE L1
MATCHLINE L2

PLANT PALETTE

(REFERENCE SHEET L4)

SYM	COMMON NAME
EVERGREEN TREES	
	BLACK HILLS SPRUCE HOOP'S BLUE SPRUCE KARL FUCHS HIMALAYAN CEDAR SKY HIGH JUNIPER VANDERWOLF PINE WEEPING WHITE SPRUCE
SHADE TREES (CLASS III)	
	BLOODGOOD LONDON PLANETREE NORTHERN RED OAK
SHADE/STREET TREES (CLASS II)	
	ACCOLADE ELM CRIMSON SPIRE OAK CHANTICLEER PEAR SKYLINE HONEYLOCUST LITTLELEAF LINDEN TULIP TREE
ORNAMENTAL TREES (CLASS I)	
	FLAME AMUR MAPLE CANADA RED CHOKECHERRY CRUZAN CRUSADER HAWTHORN ROYAL RAINDROPS CRABAPPLE SPRING SNOW CRABAPPLE
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
	BLACK EYED SUSAN BLUE GRAMMA GRASS BLUE MIST SPIREA BLUE OAT GRASS BLUE RUG JUNIPER PURPLE CONEFLOWER RED FLOWER CARPET ROSE DARTS GOLD NINEBARK STELLA DE ORO DAYLILLY FINE LINE BUCKTHORN GRO-LOW SUMAC HUSKER RED PENSTEMON IVORY HALO DOGWOOD KARL FOERSTER REED GRASS HIDCOTE BLUE ENGLISH LAVENDER MAIDEN GRASS SUMMERWINE NINEBARK
	LAWN SOD
	6' VINYL FENCE ALONG PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L4.
	5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP). SEE DTL 5, SHT L4.

NOTES

1. REFERENCE SHEET L4 FOR DEVELOPMENT DATA, PLANT PALETTE, FENCING DETAILS, LANDSCAPE NOTES & DETAILS, AND LANDSCAPE CALCULATIONS.

KEY MAP

NORTH

0' 50' 100' 150'

SCALE 1" = 50'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
TEL 208-938-0013
1110 E STATE ST STE 210
EAGLE, ID 83616
www.baileyengineers.com

STATE OF IDAHO
Kimberly Jo Fitzgerald
16535
LANDSCAPE ARCHITECT

CHECKED BY: KSF
DRAWN BY: JN

REVISED
NO. DATE DESCRIPTION

PRELIMINARY PLAT LANDSCAPE PLAN
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 04-06-26
PROJECT: JBA-2508

SHEET L1

PLANT PALETTE

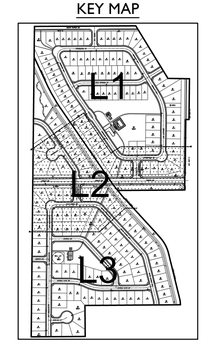
(REFERENCE SHEET L4)

SYM	COMMON NAME
EVERGREEN TREES	
	BLACK HILLS SPRUCE HOOP'S BLUE SPRUCE KARL FUCHS HIMALAYAN CEDAR SKY HIGH JUNIPER VANDERWOLF PINE WEEPING WHITE SPRUCE
SHADE TREES (CLASS III)	
	BLOODGOOD LONDON PLANETREE NORTHERN RED OAK
SHADE/STREET TREES (CLASS II)	
	ACCOLADE ELM CRIMSON SPIRE OAK CHANTICLEER PEAR SKYLINE HONEYLOCUST LITTLELEAF LINDEN TULIP TREE
ORNAMENTAL TREES (CLASS I)	
	FLAME AMUR MAPLE CANADA RED CHOKECHERRY CRUZAN CRUSADER HAWTHORN ROYAL RAINDROPS CRABAPPLE SPRING SNOW CRABAPPLE
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
	BLACK EYED SUSAN BLUE GRAMMA GRASS BLUE MIST SPIREA BLUE OAT GRASS BLUE RUG JUNIPER PURPLE CONEFLOWER RED FLOWER CARPET ROSE DARTS GOLD NINEBARK STELLA DE ORO DAYLILLY FINE LINE BUCKTHORN GRO-LOW SUMAC HUSKER RED PENSTEMON IVORY HALO DOGWOOD KARL FOERSTER REED GRASS HIDCOTE BLUE ENGLISH LAVENDER MAIDEN GRASS SUMMERWINE NINEBARK
	LAWN SOD
	6' VINYL FENCE ALONG PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L4.
	5' OPEN VISION BLACK IRON FENCE ALONG CANAL & EASEMENTS (TYP). SEE DTL 5, SHT L4.

NOTES

1. REFERENCE SHEET L4 FOR DEVELOPMENT DATA, PLANT PALETTE, FENCING DETAILS, LANDSCAPE NOTES & DETAILS, AND LANDSCAPE CALCULATIONS.

KEY MAP



NORTH

0' 50' 100' 150'

SCALE 1" = 50'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1110 E. STATE ST. STE 210
EAGLE, ID 83616
TEL 208-938-0013
www.baileyengineers.com

CHECKED BY: KSF
DRAWN BY: JN

REVISED

NO.	DATE	DESCRIPTION

PRELIMINARY PLAT LANDSCAPE PLAN
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 04-06-26
PROJECT: JBA-2508

SHEET L2

MATCHLINE L2
MATCHLINE L3

ASTORIA DR
WHITE STABLE WAY
BLACKTHORN AVE
KEDROS DR.
MARBLE GATE DR
CARLYLE CT
PHYLLIS CANAL

BLOCK H3
BLOCK H4
BLOCK H5
BLOCK H6
BLOCK H7
BLOCK H8

LAWN (TYP)
PICKLEBALL COURT W/ SHELTER & SEATING
OPEN PLAY AREA
WELL LOT
1 10,000 s.f. 0.23 ac.
2 60,570 s.f. 1.39 ac.
ORNAMENTAL TREE (TYP)
EVERGREEN TREE (TYP)
PATHWAY BOLLARD LIGHTS (TYP)
PATHWAY BENCH & TRASH (TYP)
5' HT BLACK IRON FENCE ALONG EASEMENT SEE DTL 5, SHT L4 (TYP)
8' REGIONAL PATHWAY
VISION TRIANGLE (TYP)
EXISTING FENCING TO REMAIN (TYP)
DECIDUOUS SHADE TREE (TYP)
6' HT SOLID VINYL FENCE SEE DTL 4, SHT L4 (TYP)
SHRUB BED (TYP)
9 6,00 0,14 ac.
15 22,124 s.f. 0.51 ac.

1 9,549 sf
2 8,160 sf
3 8,160 sf
4 8,160 sf
5 9,000 sf
6 9,000 sf
7 9,000 sf
8 9,016 sf
9 9,549 sf
10 7,504 sf
11 7,504 sf
12 7,504 sf
13 7,504 sf
14 7,504 sf
15 7,486 sf
16 7,435 sf
17 7,544 sf
18 7,616 sf
19 7,616 sf
20 7,616 sf
21 7,616 sf
22 7,504 sf
23 7,411 sf
1 38,514 sf
2 10,769 sf
1 9,776 sf
2 8,040 sf
3 8,040 sf
4 8,040 sf
5 8,040 sf
6 8,040 sf
7 8,142 sf
8 8,076 sf
9 8,730 sf
10 7,985 sf
11 8,345 sf
12 9,506 sf
13 8,046 sf
14 8,046 sf
15 22,124 sf
16 10,983 sf
17 12,225 sf
18 9,847 sf
19 9,527 sf
1 9,626 sf
2 8,160 sf
3 10,416 sf
4 8,618 sf
5 8,778 sf
6 8,393 sf
7 8,244 sf
8 8,160 sf
9 8,026 sf
10 9,427 sf
11 8,160 sf
12 8,695 sf
13 8,045 sf
14 8,160 sf
15 8,160 sf
16 8,160 sf
17 8,160 sf
1 8,431 sf
2 8,646 sf
3 8,040 sf
4 8,040 sf
5 8,040 sf
6 8,160 sf

PLANT PALETTE

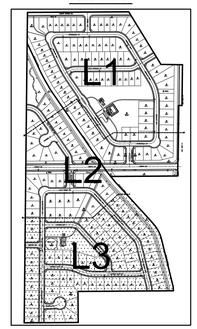
(REFERENCE SHEET L4)

SYM	COMMON NAME
EVERGREEN TREES	
	BLACK HILLS SPRUCE HOOP'S BLUE SPRUCE KARL FUCHS HIMALAYAN CEDAR SKY HIGH JUNIPER VANDERWOLF PINE WEEPING WHITE SPRUCE
SHADE TREES (CLASS III)	
	BLOODGOOD LONDON PLANETREE NORTHERN RED OAK
SHADE/STREET TREES (CLASS II)	
	ACCOLADE ELM CRIMSON SPIRE OAK CHANTICLEER PEAR SKYLINE HONEYLOCUST LITTLELEAF LINDEN TULIP TREE
ORNAMENTAL TREES (CLASS I)	
	FLAME AMUR MAPLE CANADA RED CHOKECHERRY CRUZAN CRUSADER HAWTHORN ROYAL RAINDROPS CRABAPPLE SPRING SNOW CRABAPPLE
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
	BLACK EYED SUSAN BLUE GRAMMA GRASS BLUE MIST SPIREA BLUE OAT GRASS BLUE RUG JUNIPER PURPLE CONEFLOWER RED FLOWER CARPET ROSE DARTS GOLD NINEBARK STELLA DE ORO DAYLILLY FINE LINE BUCKTHORN GRO-LOW SUMAC HUSKER RED PENSTEMON IVORY HALO DOGWOOD KARL FOERSTER REED GRASS HIDCOTE BLUE ENGLISH LAVENDER MAIDEN GRASS SUMMERWINE NINEBARK
	LAWN SOD
	6' VINYL FENCE ALONG PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, SHT L4.
	5' OPEN VISION BLACK IRON FENCE ALONG CANAL & EASEMENTS (TYP). SEE DTL 5, SHT L4.

NOTES

1. REFERENCE SHEET L4 FOR DEVELOPMENT DATA, PLANT PALETTE, FENCING DETAILS, LANDSCAPE NOTES & DETAILS, AND LANDSCAPE CALCULATIONS.

KEY MAP



NORTH

0' 50' 100' 150'
SCALE 1" = 50'

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1105 E. STATE ST. STE 210
EAGLE, ID 83616
TEL 208-938-0013
www.baileyengineers.com

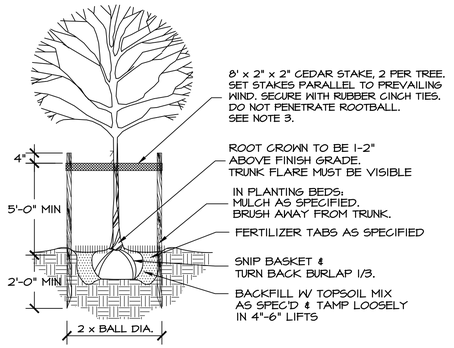
STATE OF IDAHO
Elizabeth A. Fitzgerald
6535
LANDSCAPE ARCHITECT

CHECKED BY: KSD
DRAWN BY: JN

REVISED
NO. DATE DESCRIPTION

PRELIMINARY PLAT LANDSCAPE PLAN
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

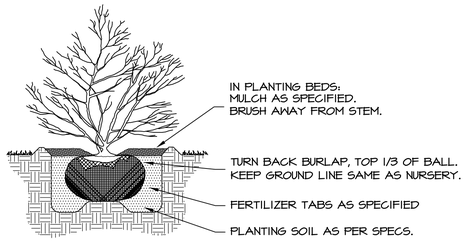
DATE: 04-06-26
PROJECT: JBA-2508
SHEET L3



NOTES:
1. REMOVE ALL TWINE, ROPE, OR BINDINGS FROM ALL TRUNKS.
2. REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING. IF SYNTHETIC WRAP/BURLAP IS USED, IT MUST BE COMPLETELY REMOVED.
3. STAKING OF TREES TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND REMAIN STRAIGHT FOR A MIN OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE 1 YEAR WARRANTY PERIOD.
4. TREES PLANTED IN TURF AREAS: REMOVE TURF 3' DIA. FROM TREE TRUNK.

(1) TREE PLANTING/STAKING

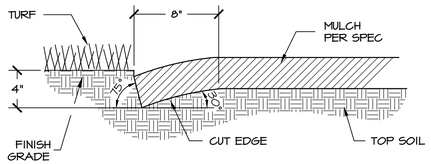
NOT TO SCALE



NOTE: DIG HOLE TWICE THE SIZE OF ROOTBALL.

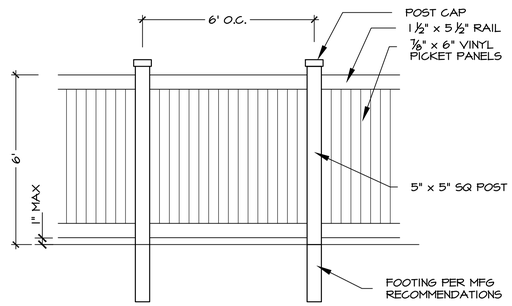
(2) SHRUB PLANTING

NOT TO SCALE



(3) PLANTER CUT BED EDGE

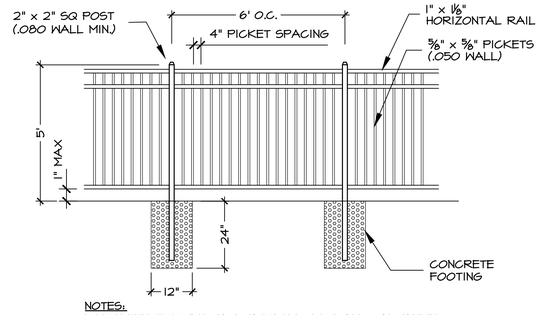
NOT TO SCALE



NOTES:
1. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.
2. STYLE MAY VARY. COLOR TO BE CHOSEN BY DEVELOPER.

(4) VINYL PRIVACY FENCE

NOT TO SCALE



NOTES:
1. IRON FENCE STYLE MAY VARY SLIGHTLY. ALL GALVANIZED & POWDERCOATED BLACK.

(5) IRON FENCE

NOT TO SCALE

LANDSCAPE CALCULATIONS

LOCATION	BUFFER WIDTH	LENGTH	PROVIDED
S. LAKE AVE.	30'	875'	27 CLASS II TREES x 35' = 945' 13 CLASS I TREES x 25' = 325' 1,270' (+ 14 EVERGREENS)
CIRRUS DR. (NORTH)	20'	985'	30 CLASS II TREES x 35' = 1,050' 14 CLASS I TREES x 25' = 325' 1,375' (+ 16 EVERGREENS)
CIRRUS DR. (SOUTH)	20'	1,095'	36 CLASS II TREES x 35' = 1,260' 4 CLASS I TREES x 25' = 200' 1,460' (+ 8 EVERGREENS)
CEDAR RAPIDS DR.	10'	820'	24 CLASS II TREES x 35' = 840'

* PER THE CALDWELL LANDSCAPE CODE - NO MORE THAT 40% OF THE REQUIRED BUFFER TREES SHALL BE OF THE SAME TREE SPECIES. TREE SPECIES WILL BE DETERMINED WITH THE FINAL PLAT LANDSCAPE PLANS.

LANDSCAPE BUFFER SHRUBS:

LOCATION		REQUIRED	PROVIDED
S. LAKE AVE.	30'	875'/4' = 219 SHRUBS	219+ SHRUBS TO BE PROVIDED IN LANDSCAPE BUFFER
CIRRUS DR. (NORTH)	20'	985'/4' = 246 SHRUBS	246+ SHRUBS TO BE PROVIDED IN LANDSCAPE BUFFER
CIRRUS DR. (SOUTH)	20'	1,095'/4' = 274 SHRUBS	274+ SHRUBS TO BE PROVIDED IN LANDSCAPE BUFFER
CEDAR RAPIDS DR.	10'	820'/4' = 205 SHRUBS	205+ SHRUBS TO BE PROVIDED IN LANDSCAPE BUFFER

* PER THE CALDWELL LANDSCAPE CODE - 1 SHRUB PER 4 LINEAR FEET. SHRUBS TO HAVE A MINIMUM SPREAD OF 10' IN HEIGHT AND WIDTH. SHRUB PLANTING DESIGN WILL BE DETERMINED WITH THE FINAL PLAT LANDSCAPE PLANS.

LANDSCAPE BUFFER LAWN:

LOCATION		TOTAL BUFFER AREA	LAWN % PROVIDED
S. LAKE AVE.	30'	25,640 SF	8,305 SF/25,640 SF = 32% LAWN
CIRRUS DR. (NORTH)	20'	19,394 SF	8,190 SF/19,395 SF = 42% LAWN
CIRRUS DR. (SOUTH)	20'	21,088 SF	10,660 SF/21,090 SF = 50% LAWN
CEDAR RAPIDS DR.	10'	8,090 SF	3,090 SF/8,090 SF = 38% LAWN

* PER THE CALDWELL LANDSCAPE CODE - TURF GRASS/SOD IN LANDSCAPE BUFFERS SHALL BE A MINIMUM OF 20% COVERAGE AND MAXIMUM OF 50% COVERAGE.

REGIONAL PATHWAYS:

WIDTH	LENGTH	REQUIRED	PROVIDED
8'	2,285'	2,285'/50' = 46 TREES 2,285'/100'x15 = 343 SHRUBS 2,285'/600' = 4 BENCH & TRASH 2,285'/150' = 15 BOLLARD LIGHTS	49 TREES 343+ SHRUBS 5 BENCH & TRASH 15 BOLLARD LIGHTS

* SHRUB PLANTING DESIGN WILL BE DETERMINED WITH THE FINAL PLAT LANDSCAPE PLANS.

NEIGHBORHOOD PATHWAYS:

WIDTH	LENGTH	REQUIRED	PROVIDED
5'	2,600'	2,600'/100'x25 = 650 SHRUBS	650+ SHRUBS

* SHRUB PLANTING DESIGN WILL BE DETERMINED WITH THE FINAL PLAT LANDSCAPE PLANS.

COMMON OPEN SPACE:	REQUIRED	PROVIDED
	378,275 SF / 5,000 = 76 TREES	264 TREES

NUMBER OF TREES PROVIDED ON BUFFERS:	186 TREES
NUMBER OF TREES PROVIDED FOR PATHWAYS:	49 TREES
NUMBER OF TREES PROVIDED ON COMMON LOTS:	263 TREES
TOTAL NUMBER OF TREES:	498 TREES

PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	6-8' HT B&B
	HOOP'S BLUE SPRUCE	PICEA PUNGENS 'HOOPSI'	6-8' HT B&B
	KARL FUCHS HIMALAYAN CEDAR	CEDRUS DEODARA 'KARL FUCHS'	6-8' HT B&B
	SKY HIGH JUNIPER	JUNIPERUS SCOPULORUM 'BAILIGH'	5-6' HT B&B
	VANDERWOLF PINE	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	6-8' HT B&B
	WEEPING WHITE SPRUCE	PICEA GLAUCA 'PENDULA'	6-8' HT B&B
SHADE TREES (CLASS III)			
	BLOODGOOD LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2" CAL B&B
	NORTHERN RED OAK	QUERCUS RUBRA	2" CAL B&B
SHADE/STREET TREES (CLASS II)			
	ACCOLADE ELM	ULMUS 'MORTON'	2" CAL B&B
	CRIMSON SPIRE OAK	QUERCUS ROBUR x Q. ALBA 'CRIMSCHMIDT'	2" CAL B&B
	CHANTICLEER PEAR	PYRUS CALLERYANA 'GLEN'S FORM'	2" CAL B&B
	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2" CAL B&B
	LITTLELEAF LINDEN	TILIA CORDATA	2" CAL B&B
	TULIP TREE	LIRODENDRON TULIPIFERA	2" CAL B&B
ORNAMENTAL TREES (CLASS I)			
	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	6-8' HT. MULTI-STEM
	CANADA RED CHOKECHERRY	PRUNUS VIRGINIANA 'CANADA RED'	6-8' HT. MULTI-STEM
	CRUZAN CRUSADER HAWTHORN	CRATAEGUS CRUS-GALLI 'CRUZAM'	2" CAL B&B
	ROYAL RAINDROPS CRABAPPLE	MALUS x 'JFS-KW5'	2" CAL B&B
	SPRING SNOW CRABAPPLE	MALUS 'SPRINGSNOW'	2" CAL B&B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	1 GAL
	BLUE GRAMMA GRASS	BOUTELOUA GRACILIS 'BLONDE AMBITION'	1 GAL
	BLUE MIST SPIREA	CARYOPTERIS x CLANDONENSIS 'BLUE MIST'	2 GAL
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	1 GAL
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS 'WILTONI'	3 GAL
	PURPLE CONEFLOWER	ECHINACEA PURPUREA	1 GAL
	RED FLOWER CARPET ROSE	ROSA 'FLOWER CARPET- NOARE'	2 GAL
	DARTS GOLD NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	3 GAL
	STELLA DE ORO DAYLILLY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL
	FINE LINE BUCKTHORN	RHAMNUS FRAGULA 'RON WILLIAMS'	5 GAL
	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	3 GAL
	HUSKER RED PENSTEMON	PENSTEMON DIGITALIS 'HUSKER RED'	1 GAL
	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
	KARL FOERSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL
	HIDCOTE BLUE ENGLISH LAVENDER	LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE'	1 GAL
	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	1 GAL
	SUMMERWINE NINEBARK	PHYSOCARPUS OPULIFOLIA 'SENARD'	5 GAL

LAWN

6' VINYL FENCE ALONG PERIMETER PROPERTY LINES & LANDSCAPE BUFFERS (TYP). SEE DTL 4, THIS SHT.

5' OPEN VISION BLACK IRON FENCE ALONG CANAL EASEMENTS (TYP). SEE DTL 5, THIS SHT.

NOTES

1. ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CALDWELL LANDSCAPE ORDINANCE REQUIREMENTS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
3. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SWALE SAND WINDOWS.
4. NO TREES SHALL IMPEDE THE 40' VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS.
5. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UNDERGROUND UTILITY LINES.
6. THERE ARE NO EXISTING TREES ON SITE. NO MITIGATION IS REQUIRED.
7. ALL AMENITIES ARE SHOWN SCHEMATICALLY. FINAL DESIGN BY OTHERS. AMENITIES MAY VARY SLIGHTLY IN FINAL DESIGN FOR AMENITY CONFIGURATIONS AND ADA COMPLIANCE.
8. PLANT LIST IS REPRESENTATIVE AND SUBJECT TO ADDITIONS AND/OR SUBSTITUTIONS OF SIMILAR SPECIES THAT ARE SUBJECT TO CITY FORESTER'S PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLAT LANDSCAPE PLAN DESIGN. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.

DEVELOPMENT DATA

TOTAL AREA	.....	65.83 ACRES
RESIDENTIAL LOTS	.....	194
COMMON AREA LOTS	.....	31
TOTAL LOTS	.....	225
COMMON AREA	.....	14.72 ACRES (22.36%)
OPEN SPACE	.....	10.27 ACRES (15.60%)
EXISTING ZONING	.....	COUNTY & RS-2
PROPOSED ZONING	.....	R2

OWNERS

HBU INVESTMENTS LLC
PO BOX 1335
MERIDIAN, ID 83642

BILTMORE COMPANY LLC
1580 CAYUSE CREEK
MERIDIAN, ID 83642

PLANNER/CONTACT

KELLI BLACK
BAILEY ENGINEERING, INC.
868 E. RIVERSIDE DR., STE 120
EAGLE, ID 83616
Phone (208) 938-0013

ENGINEER

DAVID A. BAILEY, P.E.
BAILEY ENGINEERING, INC.
868 E. RIVERSIDE DR., STE 120
EAGLE, ID 83616
Phone (208) 938-0013

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
TEL 208-938-0013
www.baileyengineering.com
1119 E. STATE ST. STE 210
EAGLE, ID 83616

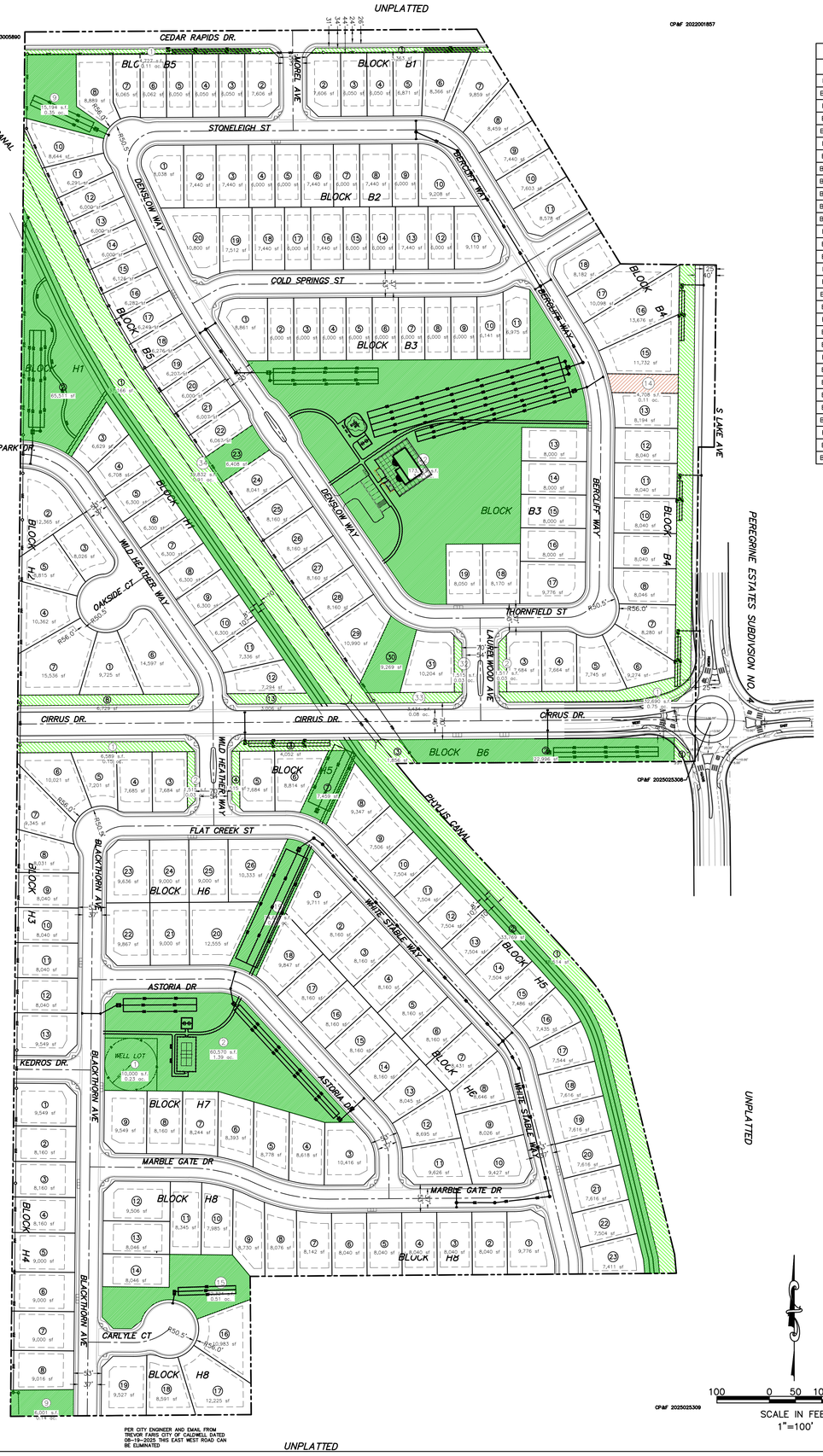
STATE OF IDAHO — Kimberly Ann Fitzgerald — 16535 — LANDSCAPE ARCHITECT

CHECKED BY: KSF
DRAWN BY: JN

REVISED NO.	DATE	DESCRIPTION

PRELIMINARY PLAT LANDSCAPE PLAN
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 11-05-25
PROJECT: JBA-2508
SHEET L4



OPEN SPACE EXHIBIT FOR WESTBILT ESTATES SUBDIVISION

LOCATED IN THE SE 1/4 NE 1/4 AND THE NE1/4 SE1/4 OF SECTION 14 T.3N., R.3W., B.M. CALDWELL, CANYON COUNTY, IDAHO 2026

Common Lots		
Lot	Area	Description
BLOCK B1 Lot 1: OPEN	3363	BUFFER
BLOCK B3 Lot 12: OPEN	173119	OPEN SPACE
BLOCK B4 Lot 1: OPEN	32690	BUFFER
BLOCK B4 Lot 2: OPEN	1517	BUFFER
BLOCK B4 Lot 14: OPEN	4708	EMERG ACCESS –
BLOCK B5 Lot 1: OPEN	4727	BUFFER
BLOCK B5 Lot 9: OPEN	15194	COMMON OPEN
BLOCK B5 Lot 23: OPEN	6408	OPEN SPACE
BLOCK B5 Lot 30: OPEN	9269	OPEN SPACE
BLOCK B5 Lot 32: OPEN	1515	BUFFER
BLOCK B5 Lot 33: OPEN	3434	BUFFER
BLOCK B5 Lot 34: OPEN	39832	PHYLLIS CANAL
BLOCK B6 Lot 1: OPEN	997	BUFFER
BLOCK B6 Lot 2: OPEN	22996	OPEN SPACE
BLOCK B6 Lot 3: OPEN	1856	PHYLLIS CANAL
BLOCK H1 Lot 1: OPEN	37166	PHYLLIS CANAL
BLOCK H1 Lot 2: OPEN	65511	OPEN SPACE
BLOCK H1 Lot 13: OPEN	3006	BUFFER
BLOCK H2 Lot 8: OPEN	6729	BUFFER
BLOCK H3 Lot 1: OPEN	6589	BUFFER
BLOCK H3 Lot 2: OPEN	1515	BUFFER
BLOCK H4 Lot 9: OPEN	6001	OPEN SPACE
BLOCK H5 Lot 1: OPEN	38514	PHYLLIS CANAL
BLOCK H5 Lot 2: OPEN	33769	OPEN SPACE
BLOCK H5 Lot 3: OPEN	4052	BUFFER
BLOCK H5 Lot 4: OPEN	1515	BUFFER
BLOCK H5 Lot 7: OPEN	7459	OPEN SPACE
BLOCK H6 Lot 19: OPEN	14683	OPEN SPACE
BLOCK H7 Lot 1: OPEN	10000	OPEN SPACE
BLOCK H7 Lot 2: OPEN	60570	OPEN SPACE
BLOCK H8 Lot 15: OPEN	22324	OPEN SPACE

OPEN SPACE SUMMARY	
SITE TOTAL AREA	65.83 ACRES
COMMON AREA	14.63 ACRES / 22.22%
OPEN SPACE	10.26 ACRES / 15.58%

PRELIMINARY PLAT OPEN SPACE

PARCEL NAME	SQ. FT.	ACRES	TYPE	USE	% QUALIFIED	QUALIFIED TOTAL
BLOCK B1 LOT 1	3363	0.08	COMMON	BUFFER	0	0
BLOCK B3 LOT 12	173119	3.97	COMMON	OPEN SPACE	100	3.97
BLOCK B4 LOT 2	1517	0.03	COMMON	BUFFER	0	0
BLOCK B4 LOT 14	4708	0.11	COMMON	EMERGENCY ACCESS	0	0
BLOCK B4 LOT 1	32690	0.75	COMMON	BUFFER	0	0.00
BLOCK B5 LOT 1	4727	0.11	COMMON	BUFFER	0	0.00
BLOCK B5 LOT 9	15194	0.35	COMMON	COMMON OPEN	100	0.35
BLOCK B5 LOT 23	6408	0.15	COMMON	OPEN SPACE	100	0.15
BLOCK B5 LOT 30	9269	0.21	COMMON	OPEN SPACE	100	0.21
BLOCK B5 LOT 32	1515	0.03	COMMON	BUFFER	0	0.00
BLOCK B5 LOT 33	3434	0.08	COMMON	BUFFER	0	0.00
BLOCK B5 LOT 34	39832	0.91	COMMON	PHYLLIS CANAL	0	0.00
BLOCK B6 LOT 1	997	0.02	COMMON	BUFFER	0	0.00
BLOCK B6 LOT 2	22996	0.52	COMMON	OPEN SPACE	100	0.52
BLOCK B6 LOT 3	1856	0.04	COMMON	PHYLLIS CANAL	0	0.00
BLOCK B7 LOT 5	1993	0.05	COMMON	BUFFER	0	0.00
BLOCK B7 LOT 6	6520	0.15	COMMON	BUFFER	0	0.00
BLOCK H1 LOT 1	37166	0.85	COMMON	PHYLLIS CANAL	0	0.00
BLOCK H1 LOT 2	65511	1.50	COMMON	OPEN SPACE	100	1.50
BLOCK H1 LOT 13	3006	0.07	COMMON	BUFFER	0	0.00
BLOCK H2 LOT 8	6729	0.15	COMMON	BUFFER	0	0.00
BLOCK H3 LOT 1	6589	0.15	COMMON	BUFFER	0	0.00
BLOCK H3 LOT 2	1515	0.03	COMMON	BUFFER	0	0.00
BLOCK H4 LOT 9	6001	0.14	COMMON	OPEN SPACE	100	0.14
BLOCK H5 LOT 1	38514	0.88	COMMON	PHYLLIS CANAL	0	0.00
BLOCK H5 LOT 2	33769	0.78	COMMON	OPEN SPACE	100	0.78
BLOCK H5 LOT 3	4052	0.09	COMMON	BUFFER	0	0.00
BLOCK H5 LOT 4	1515	0.03	COMMON	BUFFER	0	0.00
BLOCK H5 LOT 7	7459	0.17	COMMON	OPEN SPACE	100	0.17
BLOCK H6 LOT 19	14683	0.34	COMMON	OPEN SPACE	100	0.34
BLOCK H7 LOT 1	10000	0.23	COMMON	OPEN SPACE	100	0.23
BLOCK H7 LOT 2	60570	1.39	COMMON	OPEN SPACE	100	1.39
BLOCK H8 LOT 15	22324	0.51	COMMON	OPEN SPACE	100	0.51
				TOTAL OPEN		10.26

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
868 E RIVERSIDE DR., SUITE 120
EAGLE, ID 83616
TEL. 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER REGISTERED STATE OF IDAHO DAVID A. BAILEY 8272 — NOT FOR CONSTRUCTION

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: DES

REVISED

NO.	DATE	DESCRIPTION
1.	04-01-2026	EMERGENCY ACCESS, LOT ADJ, ROW ADJ

PRELIMINARY PLAT
WESTBILT ESTATES SUBDIVISION
BILTMORE COMPANY

DATE: 11-06-2025
PROJECT: C2020-038
SHEET: OS



















1. EXECUTIVE SUMMARY

1.1. Project Description

This report documents a traffic impact study for a proposed residential development located west of the intersection of Lake Avenue and Cirrus Drive in Caldwell, ID.

The proposed Lake Ave Subdivision development includes approximately 200 single-family dwelling units to be built upon 65.83 acres. The project is anticipated to be completed by 2031.

The purpose of this traffic impact study is to identify trip generation characteristics of the proposed development, evaluate traffic related impacts on the adjacent street system, and recommend measures to mitigate impacts. Study area intersections are shown in **Figure ES-1**.

1.2. Findings

1.2.1. Trip Generation

The proposed development is expected to generate 1,909 daily trips with 140 occurring in the AM peak hour and 191 occurring in the PM peak hour.

Bailey Engineering, Inc.
CIVIL ENGINEERING|PLANNING|CADD

June 23, 2025

Dear Neighbor:

Please accept this invitation to attend a neighborhood meeting to review a forthcoming request for Annexation, Rezone, and Preliminary Plat approval for the Lake Avenue Project. The subject site is located south of Karcher Road, between Lake Avenue and South Florida Avenue in Caldwell. (See site map on reverse side.)

The City of Caldwell requires the property owner to hold a meeting with adjacent neighbors to inform them of the request prior to submittal to the City. While only neighbors within 500 feet will receive this letter, all interested parties are welcome to attend.

A representative of the owner will be present to provide neighboring property owners with information about the application. For those interested, please join us at 6:00 p.m. on Wednesday, July 9, 2025, at the Caldwell Public Library in the Community Room. (1010 Dearborn St, Caldwell, ID 83605)

Preliminary maps and plans will be available for review, and attendees will have the opportunity to ask questions.

Please note: this is not a public hearing, and City officials will not be present. The purpose of this meeting is to provide neighboring property owners with an opportunity to review the application prior to formal submittal to the City. At a future date, a public hearing will be publicly noticed as a requirement of the City. If you have any questions and are unable to attend, please feel free to contact me at (208) 938-0013.

Sincerely,

Kelli Black
Bailey Engineering, Inc.

1119 E. State St. Suite 210 ◆ Eagle, Idaho 83616 ◆ Tel.: 208-938-0013

Lake Avenue Project

Vicinity Map



Jun 18, 2025 - landproDATA.com
Scale: 1 inch approx 1000 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

WESTBILT ESTATES SUBDIVISION

12/19/2025

Dear Neighbor,

As a follow-up to the July 9th, 2025 neighborhood meeting, we're sending out details about the proposed project near your property. If you have any questions or would like to discuss the project, please feel free to call, email, or join the virtual meeting.

Meeting Date: January 8th, 2026

Meeting Time: 6:00 PM

Meeting Location: This meeting will be held virtually. Please refer to our Community Portal at https://baileyengage.com/westbilt for project information and link.

Project Summary: This project consists of a request for annexation of 30.07 acres of land into the City of Caldwell with an R-2 (Medium Density Residential) zoning, a rezone of 35.86 acres of land from RS-2 zoning to R-2 (Medium Density Residential) zoning, and a planned unit development with a preliminary plat for a residential subdivision that will include one-hundred and ninety-four (194) single-family residential lots.

If you would like to contact us ahead of the meeting, please feel free to reach us at (208) 938-0013 or kblack@baileyengineers.com.

We look forward to hearing from you.

Thank you,

Kelli Black
Bailey Engineering, Inc.

Parcel	Primary Owner	Owner Address	Owner City
R3282500000	HOPPER GERALD R	15687 LAKE AVE	NAMPA ID 83651
R32811010A0	MILBRODT JACK	15168 LAKE AVE	NAMPA ID 83651
R3282700000	JK LAND HOLDINGS LLC	12770 W ROOSEVELT AVE	NAMPA ID 83686
R32825011A0	QUENZER RONALD L	7154 W STATE STE 405	BOISE ID 83714
R3282800000	JK LAND HOLDINGS LLC	12770 W ROOSEVELT AVE	NAMPA ID 83686
R3281801000	HOMYK FAMILY TRUST	15620 LAKE AVE	NAMPA ID 83651
R32825012A0	WOLTER GEORGE P III	13043 AGAPE WAY	NAMPA ID 83651
R3282600000	HOPPER GERALD R	15687 LAKE AVE	NAMPA ID 83651
R3282510000	WOLTER GEORGE P III	13043 AGAPE WAY	NAMPA ID 83651
R3282510100	HENRY NANCY LEE	13049 AGAPE WAY	NAMPA ID 83651
R3282501000	GARCIA DIMAS MARGARITA	15381 LAKE AVE	NAMPA ID 83651
R3281800000	BOSTER ARLIS M	15642 LAKE AVE	NAMPA ID 83651
R3281826000	WIGGER MONICA	12998 BULLFINCH CT	NAMPA ID 83651
R3282501200	THE RAMA GROUP LLC	1580 W CAYUSE CREEK DR	MERIDIAN ID 83646
R3281500000	CHALLENGER DEVELOPMENT INC	1977 E OVERLAND RD	MERIDIAN ID 83642
R3282420400	GARDNER STEVEN AND CAROL LIVING TRUST	13302 BLOOMFIELD DR	CALDWELL ID 83607
R3282420800	WADSWORTH NEIL AND VI ANN FAMILY TRUST	13358 BLOOMFIELD DR	CALDWELL ID 83607
R3282420700	NORSTROM ROB E	13344 BLOOMFIELD DR	CALDWELL ID 83607
R3282420600	SMITH-GRAHAM LYNDI JANEEN	5304 FARMWAY RD	CALDWELL ID 83607
R3282420500	HALCOMB TAMMIE HEATHER	13314 BLOOMFIELD DR	CALDWELL ID 83607
R3282420300	BARNES DARYN	15706 CONLEY WAY	CALDWELL ID 83607
R3282418600	TUSCANY RICHARD R	15704 BRIDGETON AVE	CALDWELL ID 83607
R3282418500	KLITZING THOMAS R	15697 CONLEY WAY	CALDWELL ID 83607
R3282420200	INDRIERI NICK J	15692 CONLEY WAY	CALDWELL ID 83607
R3282418700	WHEELER KEITH TREV	15684 BRIDGETON AVE	CALDWELL ID 83607
R3282418400	HYDE DAVE L	15683 CONLEY WAY	CALDWELL ID 83607
R3282420100	REYES JESSE ALVAREZ	13286 SMITHTOWN CT	CALDWELL ID 83607
R3282420000	MITTELBACH KEVIN	13272 SMITHTOWN CT	CALDWELL ID 83607
R3282418800	GUEST DALE B	15670 BRIDGETON AVE	CALDWELL ID 83607
R3282418300	HENRY TWINS TRUST	15669 CONLEY WAY	CALDWELL ID 83607

R3282419900	CALDERON STEPHANIE	13264 SMITHTOWN CT	CALDWELL ID 83607
R3282418900	KITSMAN MARTY J	15656 BRIDGETON AVE	CALDWELL ID 83607
R3282418200	JACKSON JAMES AND DEBORAH FAMILY TRUST	15655 CONLEY WAY	CALDWELL ID 83607
R3282419800	YONKER RODNEY	13265 SMITHTOWN CT	CALDWELL ID 83607
R3282419600	MERCADO ANDREAS	13287 SMITHTOWN CT	CALDWELL ID 83607
R3282419000	FREEMAN FRANK S	14250 LAKE AVE	NAMPA ID 83651
R3282418100	SALAZAR EDWARD	15641 CONLEY WAY	CALDWELL ID 83607
R3282419700	LOPEZ FEDERICO ARREDONDO	13273 SMITHTOWN CT	CALDWELL ID 83607
R3282419100	KRANS FAMILY TRUST	15628 BRIDGETON AVE	CALDWELL ID 83607
R3282418000	CARLSON MATTHEW J	15627 CONLEY WAY	CALDWELL ID 83607
R3282419500	VIGNA RALPH D	13284 CEDAR PARK DR	CALDWELL ID 83607
R3282419400	LARSON TERRY	13270 CEDAR PARK DR	CALDWELL ID 83607
R3282419300	CHALLENGER DEVELOPMENT INC	1977 E OVERLAND RD	MERIDIAN ID 83642
R3282419200	SHULGA PAVEL	15610 BRIDGETON AVE	CALDWELL ID 83607
R3282417900	DILULLO CELESTINO	15609 CONLEY WAY	CALDWELL ID 83607
R3282417300	JOHN GARY	13325 CEDAR PARK DR	CALDWELL ID 83607
R3282417500	EMMANUELLI-RODRIGUEZ LILLIANA	15553 CONLEY WAY	CALDWELL ID 83607
R3282417200	MUNSON AUTUMN	13339 CEDAR PARK DR	CALDWELL ID 83607
R3282421100	PAZ CARLOS	13285 CEDAR PARK DR	CALDWELL ID 83607
R3282421000	JENSON JOSHUA GREGORY A	13271 CEDAR PARK DR	CALDWELL ID 83607
R3282420900	CHALLENGER DEVELOPMENT INC	1977 E OVERLAND RD	MERIDIAN ID 83642
R3282417100	SPARROW ANTHONY	13355 CEDAR PARK DR	CALDWELL ID 83607
R3282421200	SCHOONOVER THOMAS J AND KIMBERLY C SCHOONO	96 HIGHLANDS BLVD	OROVILLE CA 95966
R3282417600	DAVIS CHLOE	15539 CONLEY WAY	CALDWELL ID 83607
R3282417700	SCHENK MEGAN M	15525 CONLEY WAY	CALDWELL ID 83607
R3282421800	OUTSIDE CREEK CATTLE COMPANY INC	18002 MAP ROCK RD	CALDWELL ID 83607
R3282417800	NORTON DONALD	15511 CONLEY WAY	CALDWELL ID 83607
R3282501100	HBU INVESTMENTS LLC	PO BOX 1335	MERIDIAN ID 83680
R32825011B0	QUENZER RONALD L	7154 W STATE STE 405	BOISE ID 83714
R3282417400	GLASGOW TATE	13311 CEDAR PARK DR	CALDWELL ID 83607
R3281810700	PEREGRINE ESTATES HOA INC	289 SW 5TH AVE	MERIDIAN ID 83642
R3281810600	KETTERLING MARIAH	15517 FUCHSIA AVE	NAMPA ID 83651
R3281810500	BARRAGAN ROBLES GERARDO	12595 S LENORA PL	NAMPA ID 83686

R3281810400	BAUER AARON GRANT	15541 FUCHSIA AVE	NAMPA ID 83651
R3281810300	TURPIN JONATHAN A	15553 FUSCHIA AVE	NAMPA ID 83686
R3281810200	LINK JORDAN A	12923 BULLFINCH CT	NAMPA ID 83651
R3281811800	BYBEE MARC AND KELSEY FAMILY REVOCABLE TRUST	15576 FUCHSIA AVE	NAMPA ID 83651
R3281811700	ROYCE MICHAELA O	15590 FUCHSIA AVE	NAMPA ID 83651
R3281811600	MERCADO SIRLEY	15602 FUCHSIA AVE	NAMPA ID 83651
R3281810100	MAINS EVERETT D	12926 BULLFINCH CT	NAMPA ID 83651
R3281810000	ODONNELL MICHAEL TUCKER	15627 FUCHSIA AVE	NAMPA ID 83651
R3281810800	KINT MICHAEL	15634 FUCHSIA AVE	NAMPA ID 83651
R3281830500	LEON-RANGEL MARIO	15646 FUCHSIA AVE	NAMPA ID 83651
R3282421300	RICKER JADE	13274 TRENTON CT	CALDWELL ID 83607
R3282421400	MCCOWN TIMOTHY	13266 TRENTON CT	CALDWELL ID 83607
R3282421500	BEARD-SHUKRI GAYLE	13267 TRENTON CT	CALDWELL ID 83607
R3282421600	HOMER ISAIAH CURTIS	13271 TRENTON CT	CALDWELL ID 83607
R3282421700	SMITH CLAYTON	13283 TRENTON CT	CALDWELL ID 83607
R3282433800	PALENCIA DIONICIO ARCIGA	13279 ATLAS ST	CALDWELL ID 83607
R3282433700	HARRIS PATRICE L	13293 ATLAS ST	CALDWELL ID 83607
R3282433600	BROWN MICHAEL WAYNE	13307 ATLAS ST	CALDWELL ID 83607
R3282433500	GORDON MICHAEL	13321 ATLAS ST	CALDWELL ID 83607
R3282433400	FERRARO 2016 REVOCABLE TRUST	23250 GRAPHIC LN	WILDER ID 83676
R3282433300	RIPERTO CESAR	13349 ATLAS ST	CALDWELL ID 83607
R3282433900	RODGERS JOHN DAVID	15276 STOVALL AVE	CALDWELL ID 83607
R3282434000	SPINNATO DOLLIE	15290 STOVALL AVE	CALDWELL ID 83607
R3282435800	WHEATON JOSEPH	15293 STOVALL AVE	CALDWELL ID 83607
R3282435700	FELTON CHARLES M JR	15294 LUTSEN AVE	CALDWELL ID 83607
R3282433200	GOLOVIN VITALIY	15295 LUTSEN AVE	CALDWELL ID 83607
R3282434100	ORTIZ MAYRA ALEJANDRA	15304 STOVALL AVE	CALDWELL ID 83607
R3282435900	WILLIS NORMA K	15307 STOVALL AVE	CALDWELL ID 83607
R3282435600	GALLO CASTANEDA JORGE L	15308 LUTSEN AVE	CALDWELL ID 83607
R3282433100	DUNN NICKOLAS ANTHONY	15309 LUTSEN AVE	CALDWELL ID 83607
R3282434200	AUGUSTUS JODI SUZANNE	15316 STOVALL AVE	CALDWELL ID 83607

R3282436000	COLL CAMERON GIOVANNI	13183 S GRACE POINT WAY	NAMPA ID 83686
R3282435500	ESTRADA RAUL	19417 ALEXANDER AVE	CALDWELL ID 83605
R3282433000	ABARCA JULIO C SOTELO	15323 LUTSEN AVE	CALDWELL ID 83607
R3282434300	GLASGOW RYAN MICHAEL	15332 STOVALL AVE	CALDWELL ID 83607
R3282436100	ELUMBAUGH KAMERON BRANT	15335 STOVALL AVE	CALDWELL ID 83607
R3282435400	HARRISON ROBERT JR	15336 LUTSEN AVE	CALDWELL ID 83607
R3282432900	WONDERGEM WILLIAM	15337 LUTSEN AVE	CALDWELL ID 83607
R3282434400	OLMEDO EDITH M	15346 STOVALL AVE	CALDWELL ID 83607
R3282436200	CALLEN CLIFFORD R	1749 W EMERSON DR	BOISE ID 83709
R3282435300	PUCKETT JOSHUA	15350 LUTSEN AVE	CALDWELL ID 83607
R3282432800	YERYMESKU IVAN	15351 LUTSEN AVE	CALDWELL ID 83607
R3282434500	CASTANEDA JUAN	19652 ALLEGHENNY WAY	CALDWELL ID 83605
R3282436300	BRIDGES DAVID	15363 STOVALL AVE	CALDWELL ID 83607
R3282435200	COX TYLER JAMES	15364 LUTSEN AVE	CALDWELL ID 83607
R3282432700	HOPKINS ANDREW C	15365 LUTSEN AVE	CALDWELL ID 83607
R3282436400	BAILEY ELIZABETH M	15381 STOVALL AVE	CALDWELL ID 83607
R3282435100	TAYLOR SETH B	15382 LUTSEN AVE	CALDWELL ID 83607
R3282432600	GALLAGA JOHN N JR	15383 LUTSEN AVE	CALDWELL ID 83607
R3282437700	ROJAS NATALIA CAROLINA	15392 STOVALL AVE	CALDWELL ID 83607
R3282436500	STANTON JEFF	PO BOX 1503	REDMOND OR 97756
R3282435000	MONTELLANO ALDO E FLORES	15394 LUTSEN AVE	CALDWELL ID 83607
R3282432500	SANDBERG KIRBY	15395 LUTSEN AVE	CALDWELL ID 83607
R3282437600	HOWARTH DANIEL	15406 STOVALL AVE	CALDWELL ID 83607
R3282436600	SIRUS RYAN	15407 STOVALL AVE	CALDWELL ID 83607
R3282434900	SUAREZ JESUS	15408 LUTSEN AVE	CALDWELL ID 83607
R3282432400	HODGES WILLIAM	15409 LUTSEN AVE	CALDWELL ID 83607
R3282436700	GOMEZ LUIS R	15421 STOVALL AVE	CALDWELL ID 83607
R3282432300	BUTLER DAVID M	15423 LUTSEN AVE	CALDWELL ID 83607
R3282434800	SANCHEZ JUAN D	15422 LUTSEN AVE	CALDWELL ID 83607
R3282437500	CASTANEDA JUAN CARLOS	15424 STOVALL AVE	CALDWELL ID 83607
R3282432200	HURLEY JOEY A	15437 LUTSEN AVE	CALDWELL ID 83607
R3282436800	PREVO ELIZABETH	15435 STOVALL AVE	CALDWELL ID 83607
R3282434700	STARK AMANDA L	15436 LUTSEN AVE	CALDWELL ID 83607

R3282437400	WATLING HEATHER ANN	15438 STOVALL AVE	CALDWELL ID 83607
R3282432100	SMITH TERRY L	15451 LUTSEN AVE	CALDWELL ID 83607
R3282436900	BLECHINGER DAVID ZAPATA	15449 STOVALL AVE	CALDWELL ID 83607
R3282434600	GOLUB ANNA	15450 LUTSEN AVE	CALDWELL ID 83607
R3282437300	TURNER JAMES E	15452 STOVALL AVE	CALDWELL ID 83607
R3282432000	SEARS TODD	15463 LUTSEN AVE	CALDWELL ID 83607
R3282431900	SORENSON BRYAN W	13346 COTTER ST	CALDWELL ID 83607
R3282437200	AVILA ILIANA	15466 STOVALL AVE	CALDWELL ID 83607
R3282437100	LANGAN JAMES ROBERT	13280 COTTER ST	CALDWELL ID 83607
R3282431800	LAGUNAS JOSE A	13338 COTTER ST	CALDWELL ID 83607
R3282437000	HASLAM AUSTIN	13294 COTTER ST	CALDWELL ID 83607
R3282431700	ABDULLAH FARUKH FRED	130 RIDGE DR	LA GRANDE OR 97850
R3282431600	CEDAR CROSSING HOMEOWNERS ASSOCIATION INC	3185 E GREENHURST RD	NAMPA ID 83686

R3281825900	MARTINEZ ALONDRA B	12986 BULLFINCH CT	NAMPA ID 83651
R3281826200	AGUILAR JAQUELINE	12985 BULLFINCH CT	NAMPA ID 83651
R3281826500	MEFFORD ROBERT D	12935 BULLFINCH CT	NAMPA ID 83651
R3281826300	MAHONEY JASON	12977 BULLFINCH CT	NAMPA ID 83651
R3281825700	JOINES GREGORY	12960 BULLFINCH CT	NAMPA ID 83651

R3281825600	BRISENO JUAN ANTONIO	12948 BULLFINCH CT	NAMPA ID 83651
R3281900000	HML KARCHER LLC	24223 21ST DR SE	BOTHELL WA 98021
R3281830400	MADDY REVOCABLE LIVING TRUST	2746 FLORENCE CT	CLARKSTON WA 99403
R3281825500	HERNANDEZ JOSE E HIDALGO	15671 FUCHSIA AVE	NAMPA ID 83651
R3281825000	RISO DANIELLE M	15696 SHRIKE AVE	NAMPA ID 83651
R3281824100	CULP DAVID	1306 MORNING STAR DR	MORGAN HILL CA 95037
R3281824200	DINA CONSULTING AND DESIGN LLC	10257 US HWY 2026	CALDWELL ID 83605
R3281824000	PEREGRINE ESTATES HOA INC	289 SW 5TH AVE	MERIDIAN ID 83642
R3281830300	SCOTT FAMILY LIVING TRUST	214 E 450 N	FIRTH ID 83236
R3281825400	HIBBERT DONALD GRANT	15683 FUCHSIA AVE	NAMPA ID 83651
R3281824900	BECK BRODY J	15684 SHRIKE AVE	NAMPA ID 83651
R3281825300	DARCY ELIZABETH	15695 FUCHSIA AVE	NAMPA ID 83651

R3281825200	BRINZO PATRICK JOSEPH	15711 FUCHSIA AVE	NAMPA ID 83651
R3281824300	MILLER DIANE	12964 TOWHEE ST	NAMPA ID 83651
R3281824400	ACOSTA ADRIAN ALBERTO	12956 TOWHEE ST	NAMPA ID 83651
R3281824600	DERZAY TYLER L	12932 TOWHEE ST	NAMPA ID 83651
R3281824700	SCHEUFFELE DAVID	12920 TOWHEE ST	NAMPA ID 83651
R3281824500	ROSAS JESUS MONDRAGON	12944 TOWHEE ST	NAMPA ID 83651
R3281825100	HERNANDEZ NOELIA	15710 SHRIKE AVE	NAMPA ID 83651
R3281825800	PLATT RICHARD ARNOLD	12972 BULLFINCH CT	NAMPA ID 83651
R3281826100	JAMES RYAN	12993 BULLFINCH CT	NAMPA ID 83651
R3281826400	MENEZ CONNER S	12959 BULLFINCH CT	NAMPA ID 83651
R3281824800	CARLSON WYATT	15672 SHRIKE AVE	NAMPA ID 83651
R3282438200	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282416100	CEDAR CROSSING HOMEOWNERS ASSOC INC	3185 E GREENHURST RD	NAMPA ID 83686
R32822011A0	BV LEGACY FALLS LLC	PO BOX 51298	IDAHO FALLS ID 83405
R3282438900	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282438100	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282438000	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282437900	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282437800	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282438800	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282439100	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282439000	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3282438700	AWND PROPERTIES LLC	2120 E LANARK ST	MERIDIAN ID 83642
R3280500000	OPEN DOOR RENTALS LLC	1977 E OVERLAND RD	MERIDIAN ID 83642-6649
R3282300000	PINTLER CHARLES AND CAROL FAMILY TRUST	6510 RIM RD	NAMPA ID 83686
R32818011D2	CHALLENGER DEVELOPMENT INC	1977 E OVERLAND RD	MERIDIAN ID 83642

NEIGHBORHOOD MEETING SIGN-IN FORM
City of Caldwell Planning and Zoning Department
621 E. Cleveland Blvd., Caldwell, ID 83605
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: 6:00pm

End Time of Neighborhood Meeting: 7:30pm

Those in attendance please print your name and address.

If no one attended, Applicant please write across this form "No one attended".

	PRINTED NAME	ADDRESS, CITY, STATE, ZIP
1.	Nancy Henry	13049 Agape Way Nampa 83651
2.	Floyd Harris	13293 atlast caldwell, 83607
3.	Billie Musser	13270 Cedar Park Ln
4.	Pat Vigna	13284 Cedar Park Caldwell
5.	Terry Larson	13270 Cedar Park Ln. Caldwell
6.	Dominic Rossi	12847 Ligaite Nampa 83651
7.	Neil & VíAnn Wadsworth	13358 Bloomfield Dr. Caldwell
8.	Jade Ricker	13274 Trenton ct. caldwell 83607
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

NEIGHBORHOOD MEETING SIGN-IN FORM
City of Caldwell Planning and Zoning Department
621 E. Cleveland Blvd., Caldwell, ID 83605
Phone: (208) 455-3021

Start Time of Neighborhood Meeting: 6:00pm

End Time of Neighborhood Meeting: 7:30pm

Those in attendance please print your name and address.

If no one attended, Applicant please write across this form "No one attended".

	PRINTED NAME	ADDRESS, CITY, STATE, ZIP
1.	Jerry Hopper	15687 Lake Ave, Nampa, ID 8365
2.	Cathy Hopper	"
3.	Gayle Beard-Shakri	13267 Trenton CT Caldwell ID
4.	Roy Shakri	" "
5.	JUAN Castaneda	15424 Stovall AVE Caldwell, ID
6.	RICK READ	15386 ROSEMAN WAY CALDWELL
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

NEIGHBORHOOD MEETING CERTIFICATION:

Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.

Description of the proposed project:
Annexation, Rezone, and Preliminary Plat approval for the Lake Avenue Project.
66 acres of single family residential with R-2 zoning. Proposing 226 lots with
31 common lots and 195 buildable lots. This equates to a gross residential density of 2.96/acre with 15.01 % Open Space.

Date of Round Table meeting: 2/6/25

Notice sent to neighbors on: 6/27/25

Date & time of the neighborhood meeting: 7/9/25 - 6:00pm

Location of the neighborhood meeting: Caldwell Public Library - 1010 Dearborn St.

Developer/Applicant:

Name: Kelli Black - Bailey Engineering (Applicant)

Address, City, State, Zip: 1119 E. State St., Ste. 210 Eagle, ID 83616

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.

DEVELOPER/APPLICANT SIGNATURE Kelli Black

DATE 7/9/25

EXHIBIT 1:

APPLICATION DOCUMENTS

EXHIBIT 2:

CITY DEPARTMENT COMMENTS AND CONDITIONS OF APPROVAL

To: Katie Wright, Planner III
Caldwell P & Z Department

From: Steven Pendleton, Land Development Manager
Hallie Hart, City Engineer

Re: ANN25-000011, SPP25-000015, ZON25-000007 – Westbilt Estates Subdivision

Date: January 16, 2026

The Engineering Department provides the following comments on a request by Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for WestBilt Estates Subdivision, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho.

Should the Hearing Examiner/Planning & Zoning Commission advance the application, the Engineering Dept. recommends the following items, as listed in the staff report, be listed as conditions of approval and shown within the Preliminary Plat Exhibit:

1. Right-of way section note 3
2. Right-of-way section note 5 and 6
3. Street section note 4
4. Street section note 5
5. Street section note 11 part A

Development Plans

1. Development Plans – Prior to commencing construction and applying for building permits, plans must be prepared by the developer's engineer and approved by the City Engineering Department which shall include the following items:

   a. Street section and alignment (including curb and gutter);

   b. Sidewalk (sidewalk width based on street classification);

   c. Sanitary sewer (per City and DEQ requirements);

   d. Potable water (per City and DEQ requirements);

   e. Stormwater facilities (per City requirements/storm water manual);

   f. Pressure Irrigation (per CMID requirements

g. Street lighting (per City standards);

h. Street signage (per City and MUTCD requirements);

i. Vertical Datum based on NAVD 88 Datum.

General

1. Applicant shall follow the requirements and processes of the subdivision ordinance for the development of this project. For the purposes of this project, all conditions outlined in the subdivision ordinance pertaining to receiving the City Engineers signature on, or the recordation of, a final plat shall be applied to the submission of building permits.

2. Easements for public utilities outside of the public right-of-way shall be as listed below. Easements will be required to be larger if deemed necessary by the City Engineer in order to facilitate future maintenance operations of utilities.
    a. 10 feet wide minimum.
    b. Domestic water only,15 feet wide minimum
    c. Sanitary sewer only, 20 feet wide minimum
    d. Sewer and water combined; 30 feet wide minimum

3. Appropriate easements for emergency access, transmission lines and/or other utilities shall be clearly indicated, with recorded instrument numbers provided for said easements, on the construction drawings.

4. All utilities on and within the boundaries of the subdivision shall be located and/or relocated underground.

5. All public streets, sewer, water, pressure irrigation, fire protection, and street light facilities must be dedicated to the City. Some conveyance facilities for stormwater drainage may be eligible for dedication to the City.

6. Construction of facilities to be dedicated and/or within public right-of-way shall be performed by an appropriately licensed public works contractor and shall be inspected by and constructed to City of Caldwell specifications.

7. Prior to commencement of construction in any dedicated right-of-way, or construction of any improvement intended for dedication to the City or connected to a City facility, the City Engineering staff is to be notified. This will take place in a pre-construction conference scheduled by the engineer of record in which all appropriate personnel and utilities are present. Appropriate City personnel are to be notified in advance of all testing (including compaction, pressure and coliform, etc.) and given opportunity to be present during conduct of the testing. The engineer of record or his designated representative is to witness all tests (not covered by City inspectors) and a log of inspection visits and testing results is to be kept by the engineer of record or his representative.

8. The developer is to employ a responsible design professional, preferably the engineer of record, to oversee and inspect construction, to perform and/or observe all requisite testing of completed facilities, and to certify that improvements have been constructed according to approved plans and in compliance with applicable City, State, and Federal standards.

9. The engineer of record shall be held responsible to ensure that all improvements are in compliance with said engineer's design. Following the construction of the improvements, the developers engineer shall provide the City of Caldwell Engineering Department with electronic (.dwg) format record drawings spatially referenced to the Idaho State Plane Coordinate System-West Zone, North America Datum (NAD) 83. Vertical control shall be referenced to the North America Datum (NAVD) 88 for future reference and to establish that the engineer of record has caused construction to occur in substantial compliance with the design of said engineer of record.

10. Any note, item or drawing element on the plats, construction drawings, engineering drawings and/or design drawings related to the property inconsistent with City Codes, Policies and/or Ordinances shall not be construed as approved unless specifically addressed and granted by City Council.

Rights-of-Way

1. Lake Ave. is classified as a Minor Arterial roadway. The applicant shall dedicate as public right-of-way a minimum of Forty (40') foot half width right-of-way along the entire Bear Ln. alignment (per City Standard Detail R-810 B).
    a. Applicant shall dedicate necessary right-of-way for the construction of a future roundabout located at the intersection of Cirrus and Lake Ave.

2. Cirrus Dr. is classified as a Collector roadway. The applicant shall dedicate as public right-of-way a minimum of Thirty-five (35') foot half width right-of-way along the entire Moss St. alignment (per City Standard Detail R-810 C).
    a. Applicant shall dedicate necessary right-of-way for the construction of a future roundabout located at the intersection of Cirrus and Lake Ave.

3. Cedar Rapids Drive to be located on the north side of this development is classified as a residential roadway. Applicant shall dedicate as public right-of-way a minimum of twenty-six and one half (26.5') half width right-of-way along the entire Cedar Rapids St. alignment not currently shown on the final plat exhibit. To be extended to Lake Ave.

4. All interior local streets classified as residential shall be dedicated to the City. The applicant shall dedicate as public right-of-way a minimum fifty-three (53') foot full width right-of-way (per City Standard R-810-E).

5. Applicant shall dedicate necessary right-of-way for the construction of a southbound right hand turn lane on Lake Ave. at the intersection of Cirrus Dr.

6. Applicant shall dedicate necessary right-of-way for the construction of an eastbound right hand turn lane on Cirrus Dr. at the intersection of Lake Ave.

7. Applicant shall dedicate to the City of Caldwell, and Highway District 4 (HD4) any required right-of-way along all adjacent roadways within 30 days of written request.

Street

1) Full half street frontage improvements shall be completed to all classified roads adjacent to the proposed project including (Cirrus Dr. and Lake Ave.) in accordance with all City of Caldwell, HD4, standards and specifications, improvements shall include (but are not limited to) curb, gutter, sidewalk, asphalt, streetlights, joint trench, spare communication conduit along classified roadways, storm drainage facilities, etc.

2) Applicant shall construct a southbound right hand turn lane on Lake at the intersection of Cirrus Dr.

3) Applicant shall construct a eastbound right hand turn lane on Cirrus Dr. at the intersection of Lake Ave.

4) Applicant shall complete full bridge widening and surface improvements at the Phyllis Canal crossing at Cirrus Dr.

5) Applicant shall provide a pedestrian crossing hawk/beacon on Lake Ave. location to be determined at time of civil construction drawing review.

6) Applicant shall extend Cedar Rapids St. proposed to be located on the north side of this development east and make an appropriate tie in to Lake Ave. not currently shown on the Preliminary Plat. Said tie in will be determined and reviewed at the time of civil construction drawing review.

7) Proposed Willowmere St. proposed approximately 600' north of the Cirrus Dr. on Lake Ave. does not meet access spacing requirements per City Access Policy Manual. This access shall be relocated or removed in compliance with said policy.

8) All private driveways, alleys or internal circulation routes shall fully comply with City of Caldwell standards and be approved by the Caldwell Fire Marshall.

9) No lot/building shall have direct access to/from Lake Ave. or Cirrus Dr.

10) The location of frontage construction, and/or offsite construction are to be decided during review of improvement plans.

11) Applicant shall meet all emergency access requirements for each phase of development to be determined by the Fire Dept. at the time of civil plan review.

12) Applicant shall coordinate with the United States Postal System to determine a cluster mailbox unit locations. Said locations shall be interior to the site and shall be located in a manner that will not impact, or cause queueing onto Lake Ave. or Cirrus Dr.

13) Applicant shall follow any recommendation as supported by the Traffic Impact Study that would apply to this development. City will determine necessary improvements at time of plan review
    a) Applicant shall complete a Traffic Impact Study and submit to the City for review prior to Preliminary Plat approval.

14) Landscape medians shown within ROW do not constitute approvals. Additional requirements for ROW and/or removal may be determined at time of construction drawing review.

Outparcels

1. 15687 Lake Avenue (R3282600000)
    a. If the City is able to obtain sufficient right-of-way along the frontage of this out parcel located in the northeast corner of the development the applicant shall complete the road widening improvements referenced in the Street section, item 1, across the Lake Avenue frontage of said out parcel. If the City is not able to acquire the right-of-way, lesser improvements may still be required that fall within the prescriptive right-of-way on those out parcels.

2. 0 Lake Ave. (R3282500000)
    a. If the City is able to obtain sufficient right-of-way along the frontage of this out parcel located in the northeast corner of the development the applicant shall complete the road widening improvements referenced in the Street section, item 1, across the Lake Avenue and Cedar Rapids Dr. frontage of said out parcel. If the City is not able to acquire the right-of-way, lesser improvements may still be required that fall within the prescriptive right-of-way on those out parcels.

Traffic Impact Fees

City of Caldwell has adopted the "Caldwell Area Capital Improvements Plan & Impact Fee Program". The applicant will be required to pay traffic impact fees per table 7 of the Impact Fee Schedule to be assessed to the building permit/s when applied for.

Water

City of Caldwell Public Works Department has reviewed the recently adopted Caldwell Water Facility Plan System and determined that certain shortfalls exist in water pressure zone 2 south of Interstate 84, zones 3 and 4. While these shortfalls are being remediated, the Engineering Dept. doesn't contest the approval of the Preliminary Plat and the construction of onsite infrastructure, but **reserves the right to hold any phase of final plat and associated building permits** until

adequate water is obtained within the affected zone. The Applicant is encouraged to work closely with the Engineering Department to determine potential construction timing and impacts.

1. All on site water mains will need to be looped into existing mains for fire flow and water quality purposes. Internal main sizing and construction plan approval, will be dependent upon the availability of fire flow. This development will be required to comply with the most current Water Master Plan.
    a. 12" main line in Cedar Park Dr.
    b. 12" main line in Lake Ave.
    c. 12" main line in Cirrus Dr..

2. Each buildable lot shall be supplied with potable water. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

3. Each phase of development shall have a redundant/secondary supply of domestic water.

4. The location of water service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

5. If the applicant is proposing to dedicate a well site to the city as shown within the plat location and size will need to be determined at time of civil construction drawings review.

Sanitary Sewer

1. Currently sanitary sewer for this development is located approximately 2200' north of this development in Lake Ave. north of State Hwy. 55/Karcher Road. Applicant shall be responsible to extend sewer master planned trunk line to and through the frontage of this development to service said site per the City Sewer Master Plan.
    a. Proposed Sewer master planned lines in lake are as follows
        i. 15' and 12" main lines

2. It shall be the responsibility of the applicant's engineer to verify that connection to existing sewer mainlines will not exceed the functional capacity of said mainlines. Provision for connectivity by future developments shall be met in accordance with current City standards.

3. The location of sewer service, including sizing of mains, providing of easements, frontage construction, and offsite construction are to be decided during review of improvement plans.

4. The Developer will be required (where applicable) to extend all sewer and water mainlines to the center of adjacent roadways for connectivity by future developments. Locations of said extensions will be decided during the review of the improvement plans. This development shall comply with the most current version of the City of Caldwell Master Sewer Plan.

5. Each buildable lot shall be supplied with a sewer service. If buildings are constructed to include individual units that could feasibly or will be sold separately, each unit shall be serviced separately

6. Any easements for sewer lines not in the right-of-way should be at a width sufficient to construct same and not less than 20 feet in width. Easements for adjacent sewer and water lines not in the right-of-way shall be at a width sufficient to construct the same and shall be no less than 30 feet in width.

7. A 20' wide all-weather surfaces may be required to be constructed over mainlines that fall outside the public right-of-way. All weather surfaces shall be constructed sufficiently to support heavy equipment necessary to construct and maintain sewer under all seasonal weather conditions.

Irrigation

1. Existing easements and/or rights-of-way for any irrigation facility shall be determined and clearly indicated on the construction plans. Construction across or re-routing of these facilities is subject to approval by the governing irrigation district and at their discretion or their assigns.

2. The Developer shall maintain any existing upstream drainage rights and downstream irrigation rights across the property. During the design phase of this project, the developer or his engineer is to contact the appropriate irrigation district to help ascertain these rights. Appropriate facilities shall be provided by the developer to convey irrigation and drainage water across the property to take care of these offsite needs. There is to be no discharge of gravity/pressure irrigation return water into the projects storm water system.

2. The development is to include a non-potable water pressure irrigation system with the first phase of development. The design of this pressure irrigation system is to be reviewed and approved by the Caldwell Municipal Irrigation District prior to construction plan approval. It shall be required that the system will be operated and maintained by the Caldwell Municipal Irrigation District.

3. Each lot, or building area, shall be provided with a pressure irrigation service in compliance with Caldwell Municipal Irrigation District standards.

4. All pressure irrigation mainlines shall be located in the public right-of-way or within a public utility easement, with a minimum width of 10 feet, centered over said mainlines as per current City standards.

5. Applicant shall place the pump station in an area that is easily accessible with a recorded perpetual easement sufficient for convenient access and maintenance of said pump station. The lot shall be owned and maintained by the homeowners association.

6. The applicant shall ensure that an adequate continuous irrigation supply flow is available to meet the pressure irrigation system requirements of CMID.

7. The applicant shall transfer a proportionate share of any existing water right(s), except those held in trust by an irrigation district, to the City of Caldwell for both irrigation and domestic water supply for the subject development. If this should occur, The City shall assist in registering the transfer.

8. Applicant shall pipe the pump station delivery ditch from the source point (head gate) to the pump station. Pump station overflow shall be piped from the pump station to the point of discharge into an irrigation facility/canal/drain/etc. maintained by an irrigation district.

9. Upon Applicants connection to or use of the existing irrigation pump station, should they choose to do so and CMID deems it appropriate to connect to, the applicant shall:
    a) Supply the City of Caldwell with a water model of the whole pressurized irrigation system including the piped overflow showing the system design meets all Caldwell Municipal Irrigation District standards.
    b) Applicant shall complete all upgrades to the system as required by CMID. Said upgrades will be determined during plan review"

10. All plans and construction drawings submitted to the City of Caldwell for review and approval for any out-of-season irrigation work to be performed within or across facilities located within (or owned by) irrigation districts other than CMID shall be submitted to the Caldwell Engineering Department no later than August 15th. Submittal of plans after this date may result in Applicant not receiving plan approval in time to complete out-of-season work.

Storm Drain

1. As noted previously, provision is to be made for the disposal of stormwater drainage in accordance with the City Stormwater Management Manual and any updates adopted subsequent to this application. A copy of this policy is available upon request. The engineer of record is to provide calculations, which indicate that the assumptions in his stormwater drainage plan comply with the requirements of the stormwater manual. In this case, if a storm water system is existing, the burden of proof is on the developer to verify the capacity is sufficient for the proposed development.

2. The applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on-site storm water detention facilities.

3. Storm water detention basins are required to remain on-site outside any roadways or proposed private streets consistent with public roadways to be operated and maintained by the Homeowners Association/etc.

4. There is to be no discharge of storm water overflow into any irrigation water return/discharge facility/ditch/pipe/etc.

Plat

1. Prior to approval of the final plat, subdivision facilities must be completed or an appropriate construction security provided. There may be temporary restrictions to the obtaining of building permits, even with acceptable construction security, depending on fire protection, emergency service requirements, and City approval of the sanitary sewer system. A 20% temporary restriction to obtaining of building permits will be enforced until all facility construction has been completed, inspected and certified by the Applicants engineer including all punch list items.

2. A note shall be added to the final plat stating that no lot shall have direct access to/from Lake Ave. or Cirrus Dr.

3. Upon recordation of the plat, the Engineering Department is to be provided with a PDF copy of the recorded final plat.

4. An electronic (dwg.) copy of the Final Plat suitable for mapping and addressing purposes will be required with Final Plat application submittal.

Date 12/12/2025

Caldwell City – Planning and Zoning
Re: Case Number: ANN25-000011, SPP25-000015, ZON25-000007

Dear Planning & Zoning

The Caldwell City Fire Department District has reviewed and can approve the application subject to compliance with all the following code requirements and conditions of approval. Any deviation from this plan is subject to Fire Department approval. Please note that unless stated otherwise, this memo represents the requirements of the 2018 International Fire Code (IFC) as adopted by the Idaho State Fire Marshal's Office.

Caldwell Fire Department Details

Nearest Fire Station:
Station 12 724 E Ustick Rd. Caldwell,

Distance: 4.4 Miles
Estimated response time: 9 minutes

****Note the current extended response times. There is a proposed station adjacent to this proposed subdivision. If the station is approved and built, the initial first due engine will be less than 1 mile away.**

Distance from Station	Service Expectation	Staffing & Apparatus	Typical Response Time Goal
0–1 mile	Immediate—high-priority	First-due company (engine)	≤4min travel, ≤5min total
1–2 miles	Very rapid—high-priority	First-due company, backup	≤4min travel, ≤5min total
2–3 miles	Rapid—standard coverage	First-due w/ backup	≤6min travel, ≤9min total (full alarm)
3–4 miles	Slower—moderate	Closest available, limited	6–8min travel
4–5 miles	Extended	Closest company, delayed	>8min travel, variable

Properties located 3–4 miles from a fire station are at the limit of effective coverage and may experience service delays.

Developments beyond 5 miles are generally not recognized by ISO as having fire protection, and response to these areas will be significantly delayed.

Corrections:

None

Conditions:

1. Fire hydrants, capable of producing the required fire flow, shall be located along approved fire lanes. Fire hydrant spacing shall meet the requirements of IFC table C105.1.1 (IFC 507.3, IFC B105.2, IFC C105).
2. Roadway serving a fire hydrant shall be a minimum of 26-feet in width. (IFC D103.1)
3. Dead-end fire apparatus access roads exceeding 150 feet (45 720 mm) in length shall be provided with an approved area for turning around fire apparatus. (IFC 503.2.5)
4. Fire apparatus access roads shall extend to within 150 feet of all portions of the exterior walls of the first story of a building measured by an approved route around the exterior of the building or facility. (IFC 503.1.1)
5. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet and an unobstructed vertical clearance of not less than 13 feet 6 inches. (IFC 503.2.1)
6. The minimum outside turning radius of a fire apparatus access road shall be 48 feet. The minimum inside turning radius shall be 28 feet. (IFC 503.2.4)
7. Fire apparatus access roads shall have an approved driving surface of asphalt, concrete or other approved driving surface and can support the imposed load of fire apparatus weighing at least 80,000 pounds. Please provide documentation about whether the road surface meets this standard. (IFC D102.1)
8. Fire apparatus access roads shall not exceed 10 percent in grade. (IFC D103.2)

9. For streets having a width less than 33 feet back of curb to back of curb parking shall be restricted on one side; for streets having a width less than 27 feet back of curb to back of curb parking shall be restricted on both sides. A note on the face of the final plat is required noting the parking restriction prior to signing of the final plat. In addition, No Parking signs shall be installed in accordance with the requirements of the IFC. (IFC 503.8)

10. Approved secondary access roads shall be provided per section D106 of the 2018 IFC.

11. A phasing plan shall be included in documentation to city at time of submittal in accordance with infrastructure 2018 IFC.

12. Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction except where approved alternative methods of protection are provided. Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with (IFC Section 505.2.

13. **SECTION D107 ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS D107.1** One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.

    Exceptions: 1. Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.

14. **SECTION D104 COMMERCIAL AND INDUSTRIAL DEVELOPMENTS D104.1** Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

15. D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

General Requirement:
Fire Department required fire hydrants, access, and street identification shall be installed prior to construction or storage of combustible materials on site. Provisions may be made for temporary access and identification measures.

Specific building construction requirements of the International Building Code, International Fire Code and City of Caldwell Code will apply. However, these provisions are best addressed by a licensed Architect at time of building permit application.

Regards,

Alan Perry
Deputy Chief
Fire Marshal
Caldwell Rural Fire Protection District
Aperry@cityofcaldwell.org

TO: CALDWELL POLICE DEPARTMENT AND FIRE DEPARTMENT

FROM: CALDWELL PLANNING AND ZONING

DATE: 2/23/2026

DUE DATE: **3/2/2026**

REQUEST FOR INFORMATION

The Planning and Zoning Division is requesting additional information be provided for each land use case as requested by the Mayor and City Council.

SUBJECT: **WestBilt**

REQUEST SUMMARY: The applicant, Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for WestBilt Estates Subdivision, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho.

Population Impact:

# of new residential units:	194
Projected population created by development: ***(# of SF units X 3) and (# of MF units X 2)***	582
Proposed commercial acreage:	0

POLICE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CPD projects future service needs based on demand, risk, community expectations, response performances, population, density, and development type.

Development Analysis and Impacts:

Demand for Service in this area (Total calls for service YTD)	
Call types within this area	
Workload saturation in area (%)	
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☐ No
Will this development necessitate additional police resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☐ Yes ☐ No

Traffic Crash Data for Area:

Provide comments below for crash data in area surrounding development.

Hot Spot Mapping (if applicable):

Please attach a map of hot spots and provide comments here to explain such attached mapping.

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on the police department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

FIRE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CFD projects future service needs based on population, population density, response times, service demand, and development types.

Emergency Response Time Analysis and Service Impact:

The Caldwell Fire Department has benchmark standards for the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public. This standard provides for a travel time of 4:00 minutes, 90% of the time to reach emergency incidents within their jurisdiction with the first arriving unit.

Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Closest fire station (in miles) to site:	4.4 Miles
Approximate response time to site:	9 Min.
~~Adequate fire flow capacity to serve proposed development?~~	☐ Yes ☐ No
Will this development have other significant impacts on the ability to provide services?	☒ Yes ☐ No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☒ Yes ☐ No

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on fire department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

- The addition of population and growth will directly impact services until CFD can increase services, expanding our capabilities.

Memorandum

To: Katie Wright, Planner III
Caldwell P & Z Department

From: Trevor Farris, GIS Technician
Dave Marston, Mapping Superintendent

Re: ANN25-000011, SPP25-000015, ZON25-000007- Westbilt Estates Subdivision

Date: April 6th, 2026.

The Mapping Department provides the following comments on a request by Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for WestBilt Estates Subdivision, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho.

Address Number:

1. Please contact the Mapping Department prior to permitting for addressing.

Street Names:

1. Stoneleigh St, Astoria Dr, Kendros Dr, Flat Creek St, & Blackthorn Ave are sound-alikes. Resubmit names to the Mapping Department for approval.
2. Not approved.

Subdivision / Development Name:

1. Approved.

Lot and Block Numbers:

1. Lot & block numbers should be sequential as introduced by phase, starting with Lot 1 in Block 1 of Phase 1.
2. Block numbers shall not be labeled as alpha numeric, change block labels to reflect single numeric labels.

Phasing Plan:

1. Need an updated phasing map including phase lines, labels, lots, block & street names.
2. Phase numbering should be sequential.
3. Reduce transparency/ increase visibility of block numbering & street names.

Other comments:

1. Any changes to street names, lots, blocks, or phase lines shall be approved by the Mapping Department prior to construction drawing approval for the phase where changes are intended.

TO: CALDWELL POLICE DEPARTMENT AND FIRE DEPARTMENT

FROM: CALDWELL PLANNING AND ZONING

DATE: 2/23/2026

DUE DATE: **3/2/2026**

REQUEST FOR INFORMATION

The Planning and Zoning Division is requesting additional information be provided for each land use case as requested by the Mayor and City Council.

SUBJECT: **WestBilt**

REQUEST SUMMARY: The applicant, Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for WestBilt Estates Subdivision, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho.

Population Impact:

# of new residential units:	194
Projected population created by development: ***(# of SF units X 3) and (# of MF units X 2)***	582
Proposed commercial acreage:	0

POLICE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CPD projects future service needs based on demand, risk, community expectations, response performances, population, density, and development type.

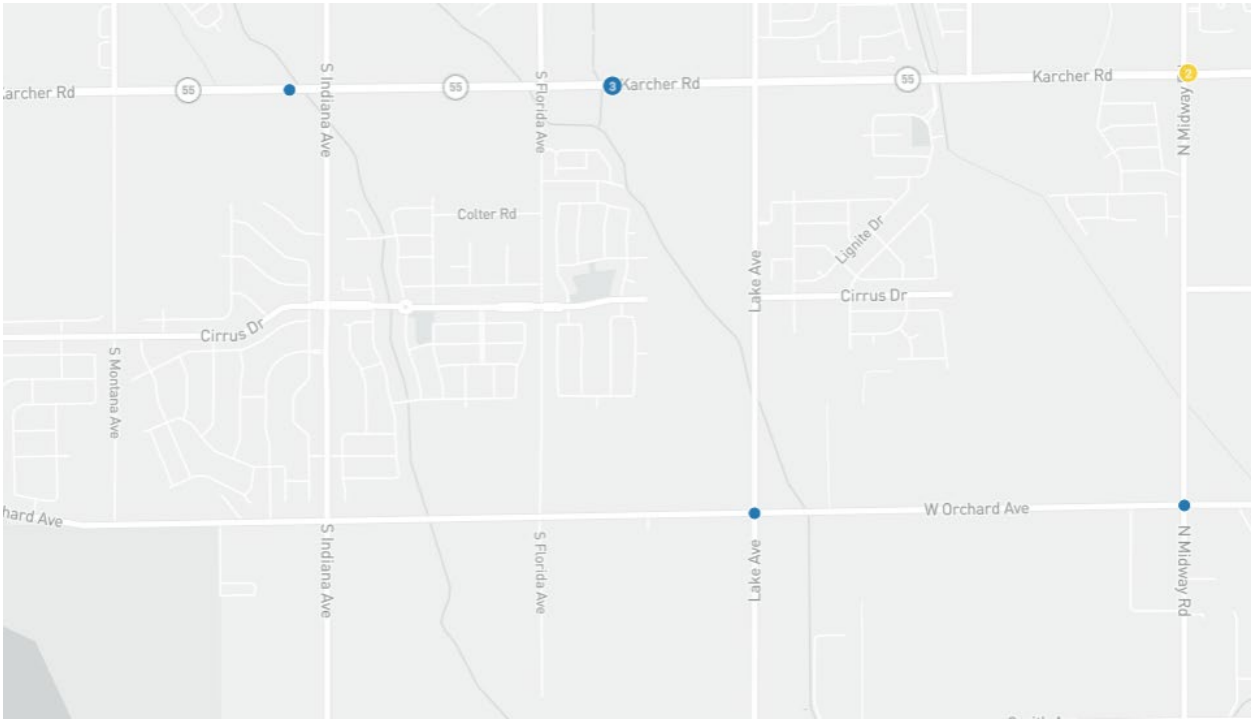
Development Analysis and Impacts:

<table>
<tr><td>Demand for Service in this area
(Total calls for service YTD)</td><td>Nearby adjacent reporting districts have an average of 97.25 calls for service each year to date. The nearby RD's (2J, 2M, 2N, 2P) have a combined total of 389 reactive CFS from January 1st to March 2nd, 2026.</td></tr>
<tr><td>Call types within this area</td><td>
<table>
<tr><th colspan="3">Top 20 Reactive Calls for Service in the Area</th></tr>
<tr><th>Nature</th><th>#</th><th>%</th></tr>
<tr><td>Follow Up</td><td>20</td><td>8.20%</td></tr>
<tr><td>Abandoned Vehicle</td><td>14</td><td>5.74%</td></tr>
<tr><td>Welfare Check</td><td>13</td><td>5.33%</td></tr>
<tr><td>Suspicious</td><td>13</td><td>5.33%</td></tr>
<tr><td>Disturbance</td><td>12</td><td>4.92%</td></tr>
<tr><td>AC Animal at Large</td><td>11</td><td>4.51%</td></tr>
<tr><td>Citizen Assist</td><td>9</td><td>3.69%</td></tr>
<tr><td>Attempt-Locate</td><td>9</td><td>3.69%</td></tr>
<tr><td>911 Disconnect Cell</td><td>8</td><td>3.28%</td></tr>
<tr><td>Juvenile Problem</td><td>6</td><td>2.46%</td></tr>
<tr><td>Harassment</td><td>6</td><td>2.46%</td></tr>
<tr><td>PD Accident</td><td>5</td><td>2.05%</td></tr>
<tr><td>Threatening</td><td>5</td><td>2.05%</td></tr>
<tr><td>911 Cell Open Line</td><td>5</td><td>2.05%</td></tr>
<tr><td>Fraud</td><td>5</td><td>2.05%</td></tr>
<tr><td>Civil Problem</td><td>5</td><td>2.05%</td></tr>
<tr><td>Alarm-Commercial</td><td>4</td><td>1.64%</td></tr>
<tr><td>AC Stray/Contained</td><td>4</td><td>1.64%</td></tr>
<tr><td>AC Barking Dog</td><td>4</td><td>1.64%</td></tr>
<tr><td>Area Check</td><td>4</td><td>1.64%</td></tr>
</table>
</td></tr>
<tr><td>Workload saturation in area (%)</td><td>Reporting districts 2J, 2M, 2N, 2P account for 389 (year to date) reactive CFS compared to a total of 4,027 total YTD. These RD's account for 9.66% of all reactive CFS YTD.</td></tr>
</table>

Will this development have other significant impacts on the ability to provide services?	☐ Yes ☒ No
Will this development necessitate additional police resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☒ Yes ☐ No

Traffic Crash Data for Area:

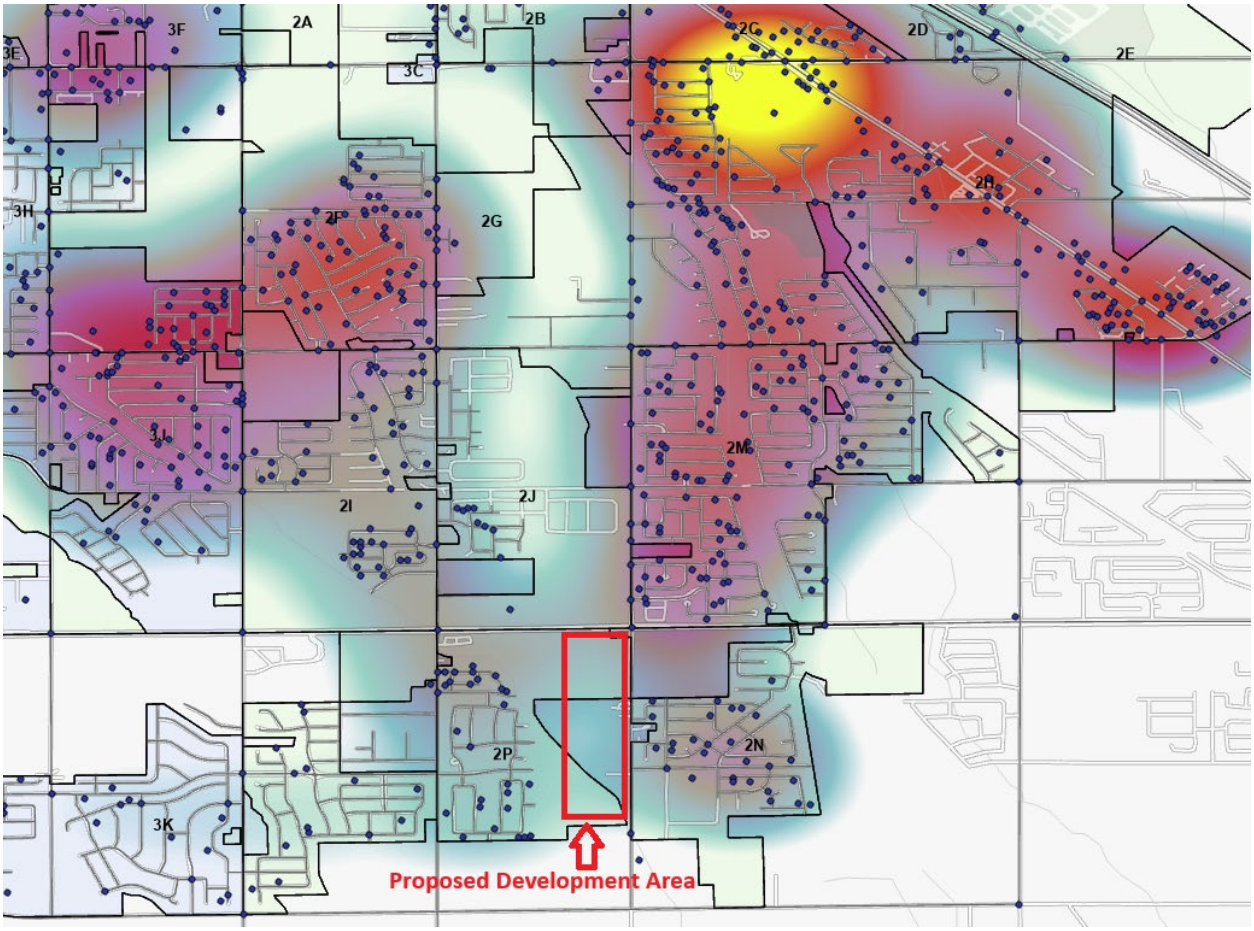
Provide comments below for crash data in area surrounding development.



From January 1st to March 2nd, there have been a total of 8 vehicle crashes in the area. Each blue dot representing a single property damage collision, and a yellow dot representing a collision with physical injury. The blue dot at Karcher and Florida represents three property damage only collisions. The attached collision report will have more information, but all the collisions were intersection related in this instance.

Hot Spot Mapping (if applicable):

Please attach a map of hot spots and provide comments here to explain such attached mapping.



Each blue dot represents a reactive call for service, the darker areas represent a higher density of calls for service, and the bright yellow areas represent the highest density, which would be the Walmart in this case.

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on the police department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

Currently, Caldwell has a 1.21 officers to 1000 citizens ratio, well below the national average (in 2019) of 2.4 officers to 1000 citizens. To accommodate the additional 582 citizens, would necessitate an increase of sworn officers by an additional .58 officers, less than one to maintain the 1.21 officers to 1000 citizens ratio.

FIRE DEPARTMENT ANALYSIS AND SERVICE IMPACT:

CFD projects future service needs based on population, population density, response times, service demand, and development types.

Emergency Response Time Analysis and Service Impact:

The Caldwell Fire Department has benchmark standards for the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public. This standard provides for a travel time of 4:00 minutes, 90% of the time to reach emergency incidents within their jurisdiction with the first arriving unit.

Standards for Travel Time (90% of time) for first arriving unit:	4 minutes
Closest fire station (in miles) to site:	
Approximate response time to site:	
Adequate fire flow capacity to serve proposed development?	☐ Yes ☐ No
Will this development have other significant impacts on the ability to provide services?	☐ Yes ☐ No
Will this development necessitate additional fire resources and/or equipment beyond current levels? *If yes, please explain under "Adverse Impact Comments, Recommendations, and Fiscal Impact".*	☐ Yes ☐ No

Adverse Impact Comments, Recommendations and Fiscal Impact:

Provide any comments below on the adverse impact this will or could have on fire department facilities, services or staffing, and any proposed recommendations for additional needs and fiscal impact.

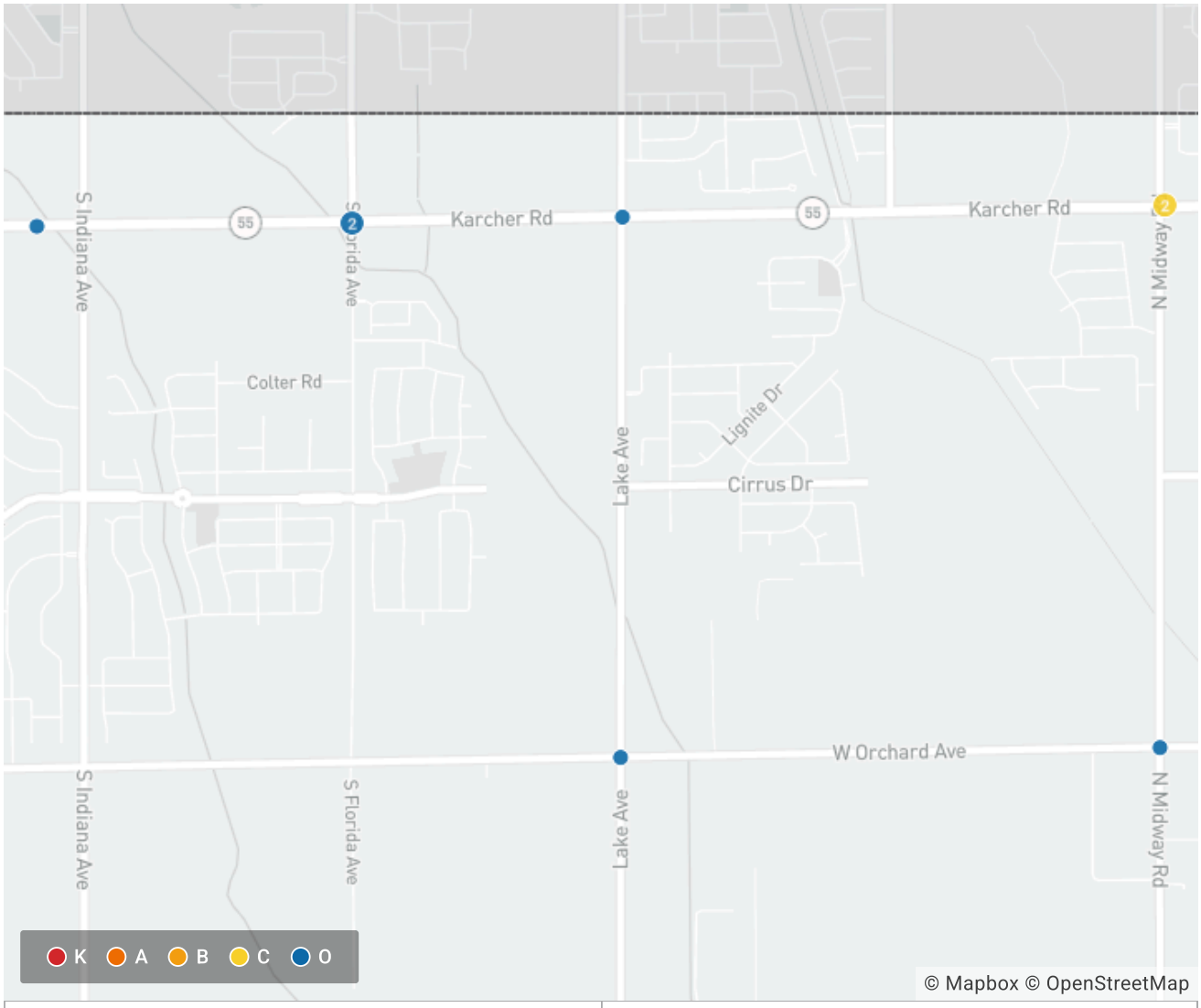
CRASH SUMMARY REPORT

Westbilt Area Crash Study

Created on March 3, 2026
Created by Marlon Leslie
Data extents: January 1, 2026 to March 2, 2026

Applied Filters

Shape: Polygon



Total Crashes	8	Fatal Crashes	0

ITD Crash Summary		Crash
Intersection Related	8	100.00%
Total Crashes	8	100.00%
Distracted Driver Related	2	25.00%

Work Zone Related	2	25.00%
+ 9 more	0	0%

Date & Time (Year)		Crash
2026	8	100.00%
+ 18 more	0	0%

Crash Severity (# of Crashes)		Crash
(O) Property Damage Report	7	87.50%
(C) Possible Injury/Complaint	1	12.50%
+ 3 more	0	0%

Injury Name		Person
No Apparent Injury	25	92.59%
Possible Injury	2	7.41%
+ 4 more	0	0%

Intersection Related		Crash
Yes	8	100.00%
+ 2 more	0	0%

Date & Time (Day of Week)		Crash
Monday	1	12.50%
Tuesday	1	12.50%
Wednesday	1	12.50%
Thursday	4	50.00%
Saturday	1	12.50%
+ 2 more	0	0%

County		Crash
Canyon	8	100.00%
+ 43 more	0	0%

Operator Action		Unit
Going Straight	8	50.00%
Stopped in Traffic	3	18.75%
Turning Left	3	18.75%
Slowing in Traffic	1	6.25%
Starting in Traffic	1	6.25%

+ 51 more	0	0%

Unit Type		Unit
Car	7	43.75%
Pickup	5	31.25%
SUV/Crossover	3	18.75%
Van - 1 to 8 seats	1	6.25%
+ 26 more	0	0%

Urban / Rural		Crash
Urban	8	100.00%
Rural	0	0.00%

Contributing Circumstances (All)		Crash
None	8	100.00%
Failed to Yield	3	37.50%
Asleep, Drowsy, Fatigued	1	12.50%
Distracted IN or ON Vehicle	1	12.50%
Failed to Obey Stop Sign	1	12.50%
Improper Turn	1	12.50%
Inattention	1	12.50%
Other	1	12.50%
+ 33 more	0	0%

Most Harmful Event		Crash
Head-On Turning	3	37.50%
Rear-End	3	37.50%
Angle	2	25.00%
+ 61 more	0	0%

EXHIBIT 3:
COPY OF AGENCY NOTIFICATION LETTER SENT, LIST OF AGENCIES NOTIFIED, AND AGENCY COMMENTS

OUTSIDE AGENCY WRITTEN TESTIMONY

Outside Agency Response Deadlines: **1/16/2026**

CITY OF CALDWELL
PLANNING AND ZONING DEPARTMENT
205 S 6th Avenue, Caldwell, ID 83605 | Office: 208-455-3021
https://www.cityofcaldwell.org/departments/planning-and-zoning

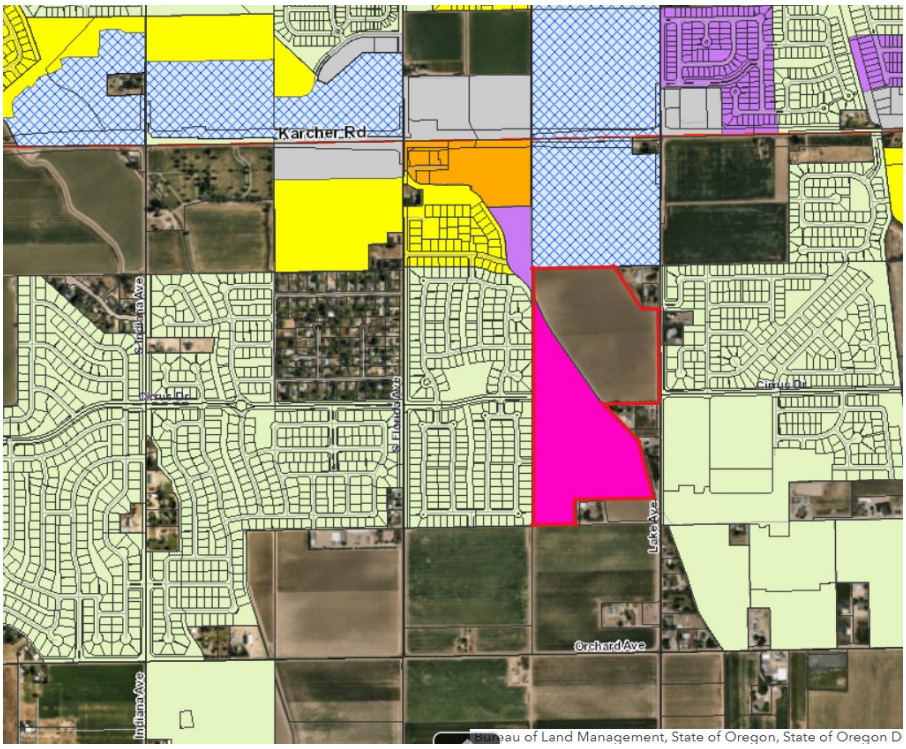
PUBLIC AGENCY NOTIFICATION – RESPONSE REQUESTED

Transmittal Date:	12/5/2025		
1ST HEARING DATE:	2/11/2026	**HEARING BODY:**	Planning and Zoning Commission
2nd HEARING DATE:	4/6/2026	**HEARING BODY:**	City Council
Application Case No(s):	ANN25-000011, SPP25-000015, ZON25-000007		
Project Name:	WestBilt Estates Subdivision		
Site Address:	0 Lake Ave.		
Site Parcel ID:	R3282501200 and R3282501100		
Site Location:	On the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd.		
Applicant:	Kelli Black, Bailey Engineering, Inc. 868 E. Riverside Dr. Ste. 120, Eagle, ID 83616 208-938-0013, kblack@baileyengineers.com		
Property Owner:	HBU Investments, LLC and The Rama Group LLC		
Agent Name:	Same as applicant		

You are hereby notified, pursuant to the Local Land Use Planning Act, Idaho Code 67-6509, that the City of Caldwell has accepted the following application(s).

You are invited to provide written testimony by the date specified below to ensure planners can consider the information as they develop their staff report and recommended findings. All items received by the deadline will be placed in the hearing packet, allowing the hearing body adequate time to review the submitted information.

REQUEST SUMMARY: The applicant, Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for WestBilt Estates Subdivision, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho.



APPLICATION PACKET: The complete application packet can be found on the City of Caldwell website under "Planning and Zoning Department/Current Case Files" or by clicking here.

OUTSIDE AGENCY COMMENTS: Your agency's comments are an important part of our decision-making process. When submitting comments, please reference Case No. listed above in responses and/or correspondence regarding this case. Comments received by the deadline date will be added to the Staff Report and to the hearing body's packet. Comments may be submitted by mail or email as follows:

Mail: Caldwell Planning and Zoning Department, P.O. Box 1179, Caldwell, ID 83605
Email: Katie Wright, Planner III at kwright@cityofcaldwell.org

Please Note: We will assume that your agency has no objections or concerns if we do not receive written testimony or comments within the requested timeframe.

PUBLIC AGENCY NOTIFICATION LIST

The following political subdivisions, including schools, were notified of the application requests. A link to the full application packet was provided to each agency.

City of Caldwell Engineering Department
City of Caldwell Engineering Inspections
City of Caldwell Fire Chief
City of Caldwell Fire Marshall
City of Caldwell Building Department
City of Caldwell Police Chief
City of Caldwell Lieutenant Wright
City of Caldwell Mapping Department
City of Caldwell Code Compliance Division
City of Caldwell Economic Development
City of Caldwell Airport
City of Caldwell Water Department
Vallivue School District #139
Caldwell School District #132
Pioneer Irrigation District
Riverside Irrigation District
Canyon Hill Irrigation
Franklin Ditch Co.
Nampa-Meridian Irrigation Dist.
Black Canyon Irrigation District
Golden Gate Irrigation
Caldwell Lateral Irrigation
Wilder Irrigation District
Compass Idaho
Hilty, Bower, Haws & Seable
Caldwell Transportation
Brown Bus Company
Canyon Highway District #4
Nampa Highway District #1
Idaho Transportation Department
Valley Regional Transit
Canyon County Development Services
Canyon County Plat Room
City of Nampa Planning and Zoning
Boise Project Board of Control
Southwest District Health
Idaho Power
Intermountain Gas
DTG Maps (only for final plats)
Boise River Flood Control Dist. #10
Bureau of Land Management
Bureau of Reclamation - Snake River Area Office
Corps of Engineers
Idaho Fish and Game
Department of Water Resources
College of Idaho
Department of Lands
USPS Caldwell
Union Pacific Railroad

RICHARD MURGOITIO
CHAIRMAN OF THE BOARD

DAN SHEIRBON
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

10 December 2025

City of Caldwell - Planning and Zoning Department
205 S 6th Ave.
Caldwell, Id
83605

RE: WestBilt Estates Sub **ANN25-000011, SPP25-000015, ZON25-000007**
0 Lake Ave, Caldwell
Nampa-Meridian Irrigation District NM-2308, 2308B
McNeilly Lateral 16+50
Sec. 13, T3N, R3W, BM.

To Whom it may concern:

There are no Boise Project facilities located on the above-mentioned properties; however, it does in fact possess a valid water right.

The Phyliss Canal that runs through this property is managed by Pioneer Irrigation District and will need to be contacted about the easement.

Per Idaho State Statutes, title 42, local irrigation/drainage ditches that cross this property, to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr
cc: Tony Avermann Watermaster, Div; 4 BPBC
Dave Duvall NMID Water Superintendent
File

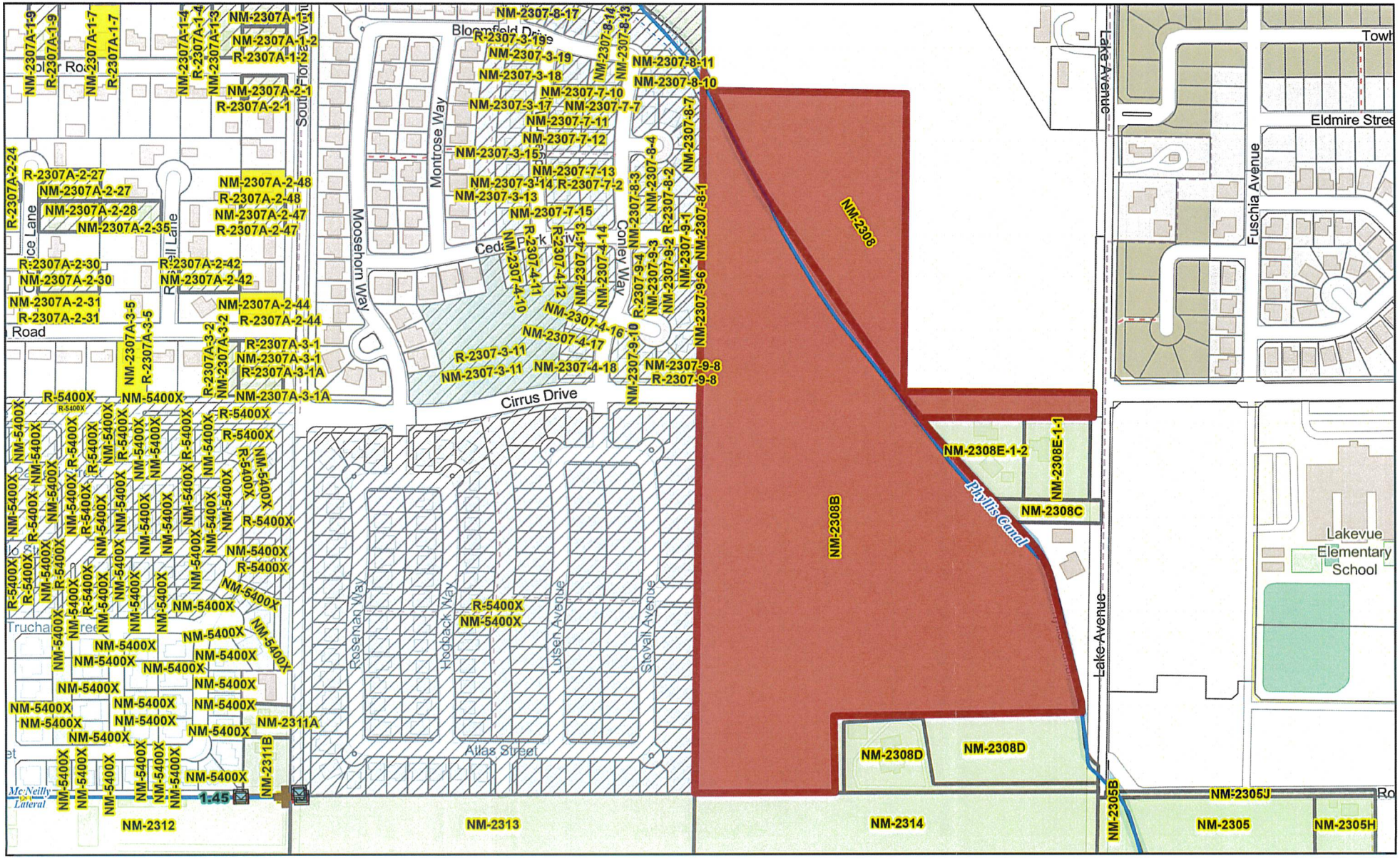
Application # ANN25-000011, SPP25-000015, ZON25-000007 WestBilt Estates Subdivision 0 Lake Avenue Parcels R3282501200 & R3282501100

NM-2308	THE RAMA GROUP LLC	MC NEILLY LATERAL, TAP 1.65	8.83 WATER RIGHT ACRES
NM-2308B	HBU INVESTMENTS LLC	MC NEILLY LATERAL, TAP 1.65	32.48 WATER RIGHT ACRES

Agency: City of Caldwell
Contact: Katie Wright, Planner III kwright@cityofcaldwell.org
Hearing Date: 2/11/2026 & 4/6/2026 Response Deadline: 1/16/2026

- Development Project (see above)
- BPBC Delivery Accounts
- Municipal Account
- Ridenbaugh Account

X:\Scans\WestBiltEstates



HIGHWAY DISTRICT No.4
15435 HIGHWAY 44
CALDWELL, IDAHO 83607

TELEPHONE 208.454.8135
FAX 208.454.2008

December 30, 2025

City of Caldwell Planning & Zoning Commission and City Council
621 Cleveland Blvd
Caldwell, Idaho 83605

RE: ANN25-00011/SPP25-0015 Westbilt Estates Subdivision
Canyon Co Parcels R32825012 & R32825011 aka 0 Lake Ave
Lake Avenue Frontage

Dear Council Members and Commissioners:

Highway District No. 4 (HD4) has reviewed the application for annexation and preliminary plat for Westbilt Estates Subdivision, approximately 66 acres located west of Lake Avenue between SH 55 and Orchard Avenue. The development is proposing approximately 194 single family residential lots. HD4 provides the following comments on the proposed development:

1. By agreement with the City, (Exchange Maintenance Agreement, 2008) HD4 operates and maintains Lake Avenue along the east boundary of the subject property. Under this agreement, HD4 is responsible for access permitting and utility permitting for Lake Avenue, and is provided opportunity to review and comment on development plans as they may impact the operation and maintenance of the highway.

2. Lake Avenue is classified as a minor arterial adjacent to the project on the functional classification maps adopted by HD4 and the City. Direct driveway or local or private street access is typically restricted to support higher traffic volumes and speeds along these corridors. The proposed Cirrus Drive and Willowmere Street public roadway approaches appear to meet city standards for access spacing to an arterial roadway.

3. HD4 requests that the City include as part of any development agreement for the project a clause requiring dedication of public right-of-way for Lake Avenue upon written request of the City, to facilitate construction of public roadway improvements independent of the timing of the proposed development.

4. A traffic impact study was not included with the application materials. Using the 11th Edition of the ITE Trip Generation Manual, the development is expected to generate approximately 1,829 daily vehicle trips, with 192 trips anticipated in the PM peak hour. These new trips will have a significant impact on the operations and capacity of the nearby roadway network. The City should, through exactions or other fees, determine and require a proportionate share of the costs necessary to improve capacity at local intersections affected by new traffic from the development, including but not limited to the Lake Ave/Orchard Ave intersection.

5. Due to the impacts from this development and other growth within the City, HD4 requests that the city accept for maintenance Lake Avenue between SH 55 (Karcher Rd) and Orchard Avenue, including the public road intersections within those limits. This will best allow the city to oversee approval of improvement plans (including utility extensions and traffic safety or capacity projects) affecting these roadways, and remove an overlapping and unnecessary layer of permitting and inspection by the highway district.

Highway District No. 4 appreciates the opportunity to review this development application, and requests that the Commission and Council consider these comments in their deliberations. Please feel free to contact me with any questions on these comments.

Respectfully,



Chris Hopper, P.E.
District Engineer

CC: Hallie Hart, P.E. Caldwell City Engineer
File: Caldwell_Lake Ave- Westbilt Sub

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

August 11, 2025

Robert Beckman, P.E., PTOE
Kimley-Horn and Associates, Inc.
1100 West Idaho Street
Suite 210
Boise, Idaho 83702

RE: Lake Avenue Subdivision - ITD Development Staff Report

Hello Bob,

The Idaho Transportation Department (ITD) has completed our review of Lake Avenue Subdivsion Traffic Impact Study (TIS). The proposed development will be located approximately .25 miles south of the SH-55 and Lake Avenue intersection in the City of Caldwell, Idaho impact area.

Development Summary
Lake Avenue Subdivision is a proposed residential development containing approximately 200 single-family lots. Anticipated build-out year is expected to be 2031. No direct access to SH-55 is being requested.

ITD Staff Requirements
ITD accepts the submitted TIS wit no further recommendations or requirements.

Notices

- This report does not supersede or nullify any local land use requirements or legal property restrictions. Legal property restrictions include but are not limited to easements, access agreements, deed restrictions, plat restrictions, liens or other encumbrances. Removing, modifying, or establishing legal property restrictions is the responsibility of the developer.
- This report does not constitute a permit approval, or denial issued pursuant to IDAPA 29.03.42.
- Any allowance for access/encroachment on a state highway granted in this report is subject to changes in requirements/restrictions, and removal in the future for reasons of safety, capacity, and other ITD planning efforts.

ITD Staff Recommendations are intended to assure that the proposed development will not place an undue burden on the existing State Highway system within the vicinity impacted by the proposed development. Maintaining safety and mobility for Idaho's motorists is of utmost importance to ITD. We appreciate your improvements to livability in Caldwell, Idaho as we want all residents to travel safely and efficiently on the highway system.

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

If you have any questions, feel free to contact me at Brian.Duran@itd.idaho.gov or Niki Benyakhlef, Development Services Coordinator, at (208)334-8337 or email Niki.Benyakhlef@itd.idaho.gov.

Sincerely,

Brian Duran
Development Services Manager
Idaho Transportation Department | District 3

Cc: Hallie Hart, PE., City of Caldwell, City Engineer
Chris Hopper, PE., Highway District 4, District Engineer

Vallivue School District #139

Lisa Boyd, Superintendent

5207 S. Montana Avenue
Caldwell, ID 83607
Phone (208) 454-0445
Fax (208) 454-0293

December 15, 2025

Re: WestBilt Estates Subdivision - ANN25-000011, SPP25-000015, ZON25-000007

Dear Caldwell Planning and Zoning and City Council,

If approved, students living in the proposed subdivision would attend Falcon Ridge Elementary School, Vallivue Middle School, and Vallivue High School.

Although Falcon Ridge Elementary is a new school, we are concerned that it will soon be at capacity before 2030. Falcon Ridge has capacity for 700 students, and in its first year, it is at 647 students.

Below is a list of current and proposed developments—at various stages of approval and construction—that will continue to add enrollment pressure to West Canyon Elementary over the long term:

- **Arrowrock Farm:** 75 single family detached
- **Caine Center:** 124 residential units
- **Passero Ridge:** 142 single family detached
- **Verbena Ranch:** 560 single family detached

West Bilt would add another 194 single-family residential lots into the Falcon Ridge Elementary attendance boundary. Vallivue School District will find it increasingly challenging to sustain appropriate enrollment levels in the years ahead if developments continue to be approved. Thank you for your consideration.

Sincerely,



Joseph Palmer
Assistant Superintendent

EXHIBIT 4:

MINUTES OF THE COMMISSION HEARING

PLANNING AND ZONING COMMISSION
MEETING MINUTES
Thursday, March 11, 2026 @ 6:00 pm
City Hall, Council Chambers, 205 S. 6th Ave, Caldwell, Idaho

Chair Harman called the meeting to order at: 6:00pm.

ROLL CALL

Present: ☒ Geyer ☒ Harman ☒ Larson ☐ Vance ☒ Whitbeck
Absent: ☐ Geyer ☐ Harman ☐ Larson ☒ Vance ☐ Whitbeck
Quorum Present: ☒Yes ☐ No

CONFLICT OF INTEREST DECLARATION (if any).

Chair Harman asked if there were any conflict-of-interest declarations.
There were none.

SPECIAL PRESENTATIONS.

There were none.

CONSENT CALENDAR: (ALL CONSENT CALENDAR ITEMS ARE ACTION ITEMS)

1. Approve minutes for the Caldwell Planning and Zoning Commission for the January 14, 2026, hearing.

MOTION BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck
SECONDED BY: ☒ Geyer ☐ Harman ☐ Larson ☐ Vance ☐ Whitbeck

MOTION CARRIED

REVIEW OF PROCEEDINGS (OPENING STATEMENT)

Chair Harman opened the public hearing and outlined the public hearing procedures.
Chair Harman proceeded to public hearing items on the agenda.

OLD BUSINESS:

None

NEW BUSINESS

1. **ACTION ITEM: Public Hearing (Quasi-Judicial) for Case Number ANN25-000016, SPP25-000018**: The applicant, Mason and Associates Inc, on behalf of August Park LLC. is requesting annexation of parcel R2746000000 with a zoning designation of R-1. Concurrently the applicant is requesting approval of a preliminary plat application for **August Park Subdivision,** a single-family residential subdivision with twenty-four (24) buildable lots and eight (8) common lots. The site is located within the Neighborhood 2 place type within the Future Land Use Map. The approximately 9.40-acre site is located on the west side of S. Florida Ave., approximately 1,080 feet south of i\the intersection with E. Ustick Rd.., in Caldwell, Idaho.

Rescheduled to Wednesday, April 8, 2026.

MOTION BY: ☒ Geyer ☐ Harman ☐ Larson ☐ Vance ☐ Whitbeck
SECONDED BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck

to continue this action item.

MOTION CARRIED

2. **<u>ACTION ITEM:</u> Public Hearing (Quasi-Judicial) for Case Number ANN25-000010, ANN25-000013, ANN25-000014, SPP25-000014:** The applicant, JUB Engineers Inc, on behalf of Idaho Conference of Seventh Day Adventists Inc, is requesting annexation with a development agreement for parcels R3271701300, R3271900000, R3285900000, R3284600000, and R3284601000 with zoning designations of R-3, H-C, and R-2. Concurrently the applicant is proposing **Silverleaf Subdivision**, a mixed-use subdivision on parcels R3285900000, R3284600000, and R3284601000 with 655 single-family residential units, one multi-family lot with up to 336 units to be developed at a future date, and approximately 22.63 acres of commercial development. The sites are located within the Community Center and Neighborhood 2 place types within the Future Land Use Map. The approximately 265-acre development is comprised of six (6) parcels on the north and south sides of Karcher Rd, between S 10th Ave. and S. Indiana Ave, in Caldwell, Idaho.

   Staff requested a continuance to the April 8, 2026, hearing.

   MOTION BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck
   SECONDED BY: ☒ Geyer ☐ Harman ☐ Larson ☐ Vance ☐ Whitbeck

   to continue this action item.

   <u>MOTION CARRIED</u>

3. **Public Hearing (Quasi-Judicial) for Case Number ANN25-000011, SPP25-000015, ZON25-000007**: The applicant, Bailey Engineering Inc., on behalf of HBU Investments LLC and The Rama Group LLC., is requesting annexation of parcel R3282501200 with a zoning designation of R-2, and a rezone of parcel R3282501100 from RS-2 to R-2, where both parcels are identified as Neighborhood 2 in the Comprehensive Plan and R-2 is a compatible zoning designation. Concurrently, the applicant is requesting approval of a preliminary plat for **Westbilt Estates Subdivision**, a single-family residential subdivision with 194 buildable lots. The 65.83 acre development is located on the west side of Lake Ave. at the intersection with Cirrus Dr., approximately 1,700 feet south of Karcher Rd, in Caldwell, Idaho.

   <u>Applicant Presentation:</u>
   Applicant, Sabrina Durtchi, address, presented the applicant's request by use of a PowerPoint presentation:
   - Introduction and Project Overview
   - Vision of project
   - Comprehensive Plan compliance
   - Zoning Request of R-2
   - Surrounding Developments
   - Transition complements neighboring communities
   - Phasing plan of 5 different communities
   - Introduction to Biltmore Homes
   - Open Space
   - Pathways
   - Not in agreement with Condition No. 5
   - Suggests alternative idea to the condition
   - Parks
   -

   <u>Staff Presentation</u>:

   Associate Planner, Katie Wright, 205 S. 6th Ave., Caldwell, Idaho presented the staff report by use of a PowerPoint presentation. She noted:
   - Clerical error on 4th page of staff report

- Subject location
- Surrounding land uses
- Background information
- Zoning Analysis
- Comp Plan Analysis of Neighborhood 2
- Subdivision layout
- TIS required and is in alignment
- Review and Analysis
- Public Utilities Services
- Public comments
- Conclusion

Commission Questions for Staff and Applicant:

- Variance of Lot sizes
- Phase order of amenities
- Regional pathways
- Zoning
- No Development Agreement due to no deviation from code
- Condition 5
- Stub access
- Concerns from neighboring subdivisions
- Vallivue Schools
- Crash report put together by Caldwell Police
- Density
- Width of pathways
- Traffic concerns from Engineering
- Pathways requirements are being met at eight (8) feet
- Timeline of phases

Public Testimony:

Sam Johnson, 2246 W. Ribier Dr. Meridian, signed in favor of the application but did not wish to speak.

Jeremy Amar, 1580 W. Cayuse Creek Dr. signed in favor of the application but did not wish to speak.

Nancy Henry, 13049 Agape Way, Nampa spoke in favor of the application.

- Questions about buffers around her home
- Landscaping order
- Speed limits
- Congested roads

Rick Read, 15386 Roseman Way, Caldwell spoke in neutral of the application.

- Traffic
- Why annex
- Common lots

Doug Mains, 12926 Bollinger Ct, Caldwell spoke in opposition of the application.

- Traffic
- Growth

Ron Dillon 410 W. Hazel, Caldwell, address

- Schools

Commission Questions for Staff and Applicant:

- Traffic and speed concerns
- Roads
- Out parcels - 5
- Buffer along Cirrus Dr.
- Common lots are unbuildable
- Roundabout at Orchard is proposed on CIP and it is possible that impact fees from this development will go towards that project
- Schools
    - Commissioners aren't ignoring it
    - State of Idaho doesn't have a program in place to allow impact fees for school purposes.
    - Commissioners and Council cannot do anything about that; it's a state legislative issue
    - Contact them directly
- Why annex?
    - Property rights allow for annexation.
    - Anyone who is contiguous with city limits can apply.
    - Utilities are provided by city
    - Infrastructure is already there

Motion to close public discussion:

MOTION BY: ☐ Geyer ☐ Harman ☐ Larson ☐ Vance ☒ Whitbeck
SECONDED BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck

MOTION CARRIED

Evidence List:

Sign-up sheets
Exhibit 1

Commission Discussion and Deliberation:

- Utilities are there
- Well laid out
- Designed well
- Density is low which is rare.
- Growth is painful but density is low
- Requirements are exceeded
- Aesthetics of homes
- Single family homes look good to area

Chair Harman called for a motion.

ORDER OF DECISION:

Based upon the testimony and evidence in record in this matter, and upon the findings of fact and conclusions of law set forth herein, I hereby determine and move that

☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck

Staff reminded the Commission that the applicant should have an opportunity to rebut any public comments.

Applicant Rebuttal

Sabrina Durtchi spoke again of challenging Condition 5.

Staff requested if the bridge is removed, a condition of a crossing would be added to require the pedestrian crossing with a beacon or hawk to illuminate the crossing to be done in Phase 1.

MADE A MOTION AS FOLLOWS:

The request for ANN25-000011, SPP25-000015 AND ZON25-000007 for Westbilt Estates Subdivision is

- *Recommended for approval subject to the conditions laid out in the presentation as described by staff for the pedestrian crossing with a beacon.*

THE MOTION WAS SECONDED BY

☐ Geyer ☐ Harman ☐ Larson ☐ Vance ☒ Whitbeck

ROLL CALL VOTE:

Geyer	☒ Yes	☐ No
Harman	☒ Yes	☐ No
Larson	☒ Yes	☐ No
Vance	☐ Yes	☐ No
Whitbeck	☒ Yes	☐ No

MOTION CARRIED

ADJOURNMENT

MOTION BY: ☐ Geyer ☐ Harman ☒ Larson ☐ Vance ☐ Whitbeck
SECONDED BY: ☒ Geyer ☐ Harman ☐ Larson ☐ Vance ☐ Whitbeck
to adjourn the meeting.

MOTION CARRIED

Meeting adjourned at: 19:07 pm

APPROVAL OF MINUTES

Respectfully submitted by Sarah Davis, Planning and Zoning, Planning Technician

MINUTES APPROVED AND SIGNED BY CHAIR HARMAN: on the date noted below.

Chair Planning and Zoning Commission

4/8/26
Date

ATTEST:
Morgan Bessaw: Deputy Director Planning and Zoning

EXHIBIT 5:

ORDINANCE AND SUMMARY

BILL NO. 72
ORDINANCE NO. 3724

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED TO THE CITY OF CALDWELL, IDAHO, AS PART OF THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF CALDWELL TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Caldwell Planning and Zoning Commission and following the public notice and hearing procedures set forth in Section 10-01-07, Zoning Ordinance No. 1451, approved Case No. ANN25-000011 (WestBilt Estates Annexation) at a public hearing held this 20th day of April, 2026

Section 2. The parcel is contiguous to the City of Caldwell, Idaho and the applicant has requested that said following described property should be annexed into the City of Caldwell as R-2 (Community Residential):

Parcel(s) are more particularly shown on **Exhibits A and B** attached hereto.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Caldwell, Idaho as R-2 (Community Residential).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 6. The Clerk of the City of Caldwell, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Caldwell, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

Description For
Annexation
October 14, 2025

A portion of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

BEGINNING at the Northeast 1/16 corner of said Section 14 from which the North 1/16 corner of common to Sections 13 and 14, T.3N., R.3W., B.M., bears North 89°39'42" West. 1,325.26 feet;

thence on the north boundary line of the Southeast 1/4 of the Northeast 1/4, North 89°39'42"East, 862.83 feet;

thence leaving said north boundary line, South 31°28'01" East, 525.50 feet;

thence South 89°18'02" East, 183.01 feet to the east boundary line of said Section 14;

thence on said east boundary line, South 00°38'46" West, 867.69 feet to the 1/4 corner common to said Sections 13 and 14;

thence continuing on said east boundary line, South 00°34'28"West, 80.28 feet;

thence leaving said east boundary line, South 89°36'11"West, 600.49 feet to the centerline of the Phyllis Canal;

thence on said centerline the following five (5) courses and distances:

North 39°06'39" West, 56.28 feet;

North 34°30'27" West, 840.69 feet;

North 30°03'01" West, 107.43 feet;

North 27°52'53" West, 55.31 feet;

North 24°54'49" West, 285.84 feet to the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14;

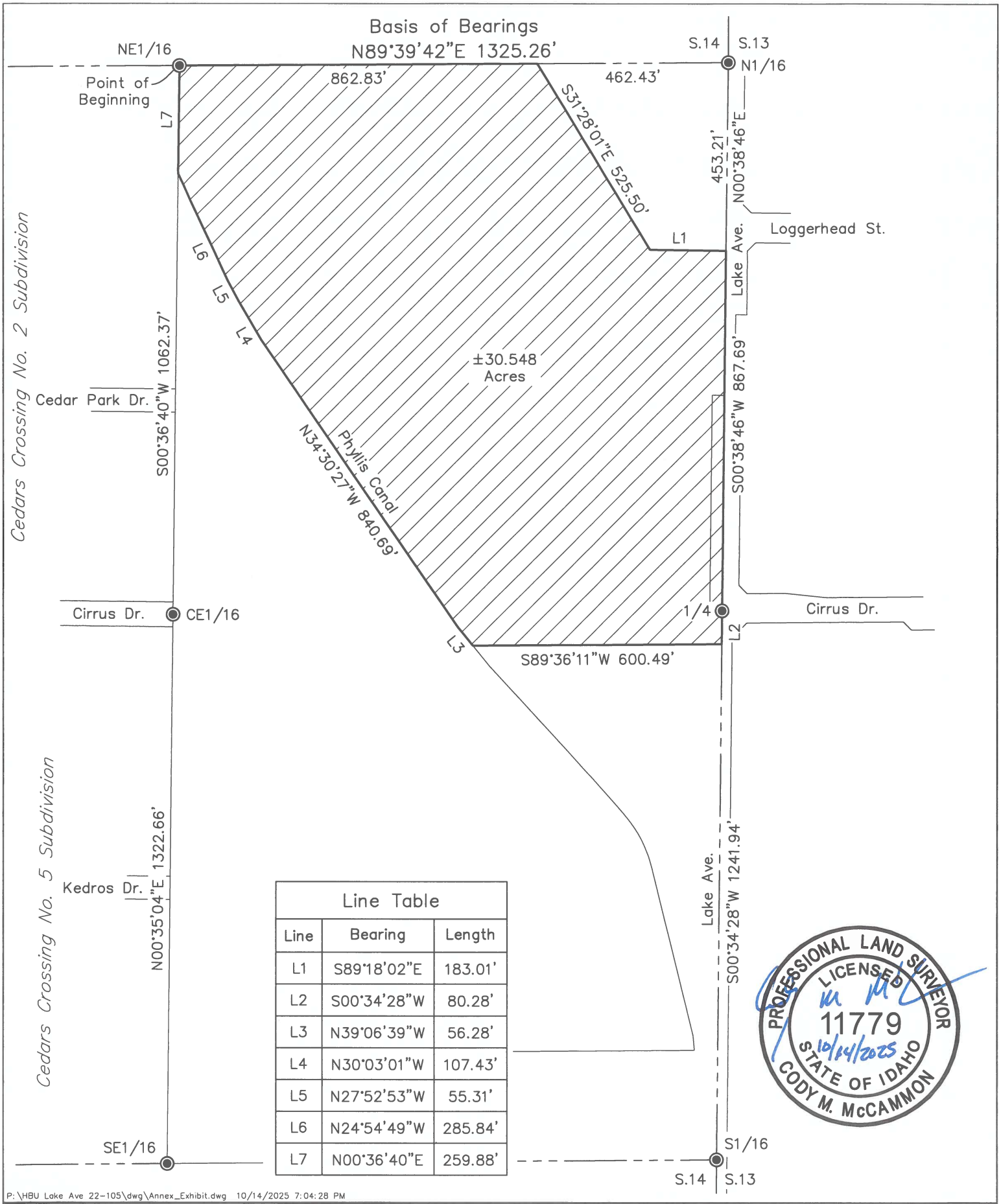
thence on said west boundary line, North 00°36'40" East, 259.88 feet to the **POINT OF BEGINNING**.

Containing 30.548 acres, more or less.

End of Description.



EXHIBIT B: MAP EXHIBIT



Line Table		
Line	Bearing	Length
L1	S89°18'02"E	183.01'
L2	S00°34'28"W	80.28'
L3	N39°06'39"W	56.28'
L4	N30°03'01"W	107.43'
L5	N27°52'53"W	55.31'
L6	N24°54'49"W	285.84'
L7	N00°36'40"E	259.88'

PROFESSIONAL LAND SURVEYOR LICENSED 11779 10/14/2025 STATE OF IDAHO CODY M. McCAMMON

P:\HBU Lake Ave 22-105\dwg\Annex_Exhibit.dwg 10/14/2025 7:04:28 PM

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Annexation

A portion of the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 14, T.3N., R.3W., B.M., Canyon County, Idaho.

Job No. 22-105
Sheet No. 1 of 1
Dwg. Date 10/14/2025

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3724
REGARDING ANNEXATION AND ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED TO THE CITY OF CALDWELL, IDAHO, AS PART OF THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH;

Ordinance No. 3724, provided for the annexation of:

A portion of the Southeast 1 /4 of the Northeast 1 /4 and the Northeast 1 /4 of the Southeast 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

BEGINNING at the Northeast 1/16 corner of said Section 14 from which the North 1/16 corner of common to Sections 13 and 14, T.3N., R.3W., B.M., bears North 89°39'42" West. 1,325.26 feet;

thence on the north boundary line of the Southeast 1/4 of the Northeast 1/4, North 89°39'42"East, 862.83 feet;

thence leaving said north boundary line, South 31 °28'01" East, 525.50 feet;

thence South 89°18'02" East, 183.01 feet to the east boundary line of said Section 14;

thence on said east boundary line, South 00°38'46" West, 867.69 feet to the 1/4 corner common to said Sections 13 and 14;

thence continuing on said east boundary line, South 00°34'28"West, 80.28 feet;

thence leaving said east boundary line, South 89°36'11 "West, 600.49 feet to the centerline of the Phyllis Canal;

thence on said centerline the following five (5) courses and distances:

North 39°06'39" West, 56.28 feet;

North 34°30'27" West, 840.69 feet;

North 30°03'01" West, 107.43 feet;

North 27°52'53" West, 55.31 feet;

North 24°54'49" West, 285.84 feet to the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14;

thence on said west boundary line, North 00°36'40" East, 259.88 feet to the

POINT OF BEGINNING.

Containing 30.548 acres, more or less.

End of Description.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3724 was passed by the Council and approved by the Mayor on the 20th day of April, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved this summary on the 20th day of April, 2026, for publication on the 28th day of April, 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3724 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 20th day of April, 2026.

Oscar Klaas, Attorney for City of Caldwell

BILL NO. 73
ORDINANCE NO. 3725

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM RS-2 (SEMI-RURAL RESIDENTIAL - 2) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Planning and Zoning Commission) and following the public notice and hearing procedures as required in Section 10-03-12, Caldwell Municipal Code, approved Case No. ZON25-000007 (WestBilt Estates) at a public hearing held this 20th day of April, 2026.

Section 2. The parcel(s) are within the City of Caldwell, Idaho and the applicant has requested that said following described property(s) should be rezoned as follows:

Parcel R3282501200 from RS-2 (SEMI-RURAL RESIDENTIAL-2) to R-2 (COMMUNITY RESIDENTIAL), more particularly described and shown on **Exhibits A and B** attached hereto.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above-described property(s) on the official zoning map and other area maps of the City of Caldwell, Idaho as R-2 (Community Residential).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

Description For
Re-Zone R2
April 5, 2026

A portion of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho more particularly described as follows:

Commencing at the Northeast 1/16 corner of said Section 14 from which the North 1/16 corner of common to Sections 13 and 14, T.3N., R.3W., B.M., bears North 89°39'42" West. 1,325.26 feet; thence on the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14, South 00°36'40" West, 259.88 feet to the centerline of the Phyllis Canal and the **POINT OF BEGINNING**;

thence leaving said west boundary line on said centerline the following nine (9) courses and distances:

South 24°54'49" East, 285.84 feet;

South 27°52'53" East, 55.31 feet;

South 30°03'01" East, 107.43 feet;

South 34°30'27" East, 840.69 feet;

South 39°06'39" East, 118.76 feet;

South 42°31'23" East, 413.29 feet;

South 41°31'51" East, 67.42 feet;

151.39 feet on the arc of a curve to the right having a radius of 312.50 feet, a central angle of 27°45'25", and a long chord which bears South 27°39'09" East, 149.91 feet;

South 13°46'26" East, 414.00 feet;

South 05°06'47" East, 35.76 feet;

thence leaving said centerline, South 89°35'02" West, 813.72 feet;

thence South 00°24'58" East, 264.04 feet to the south boundary line of the Northeast 1/4 of the Southeast 1/4 of said Section 14;

thence on said south boundary line, South 89°35'02" West, 459.68 feet to the Southeast 1/16 corner of said Section 14;



thence North 00°35'04" East, 1,322.66 feet to the Center-East 1/16 corner of said Section 14;

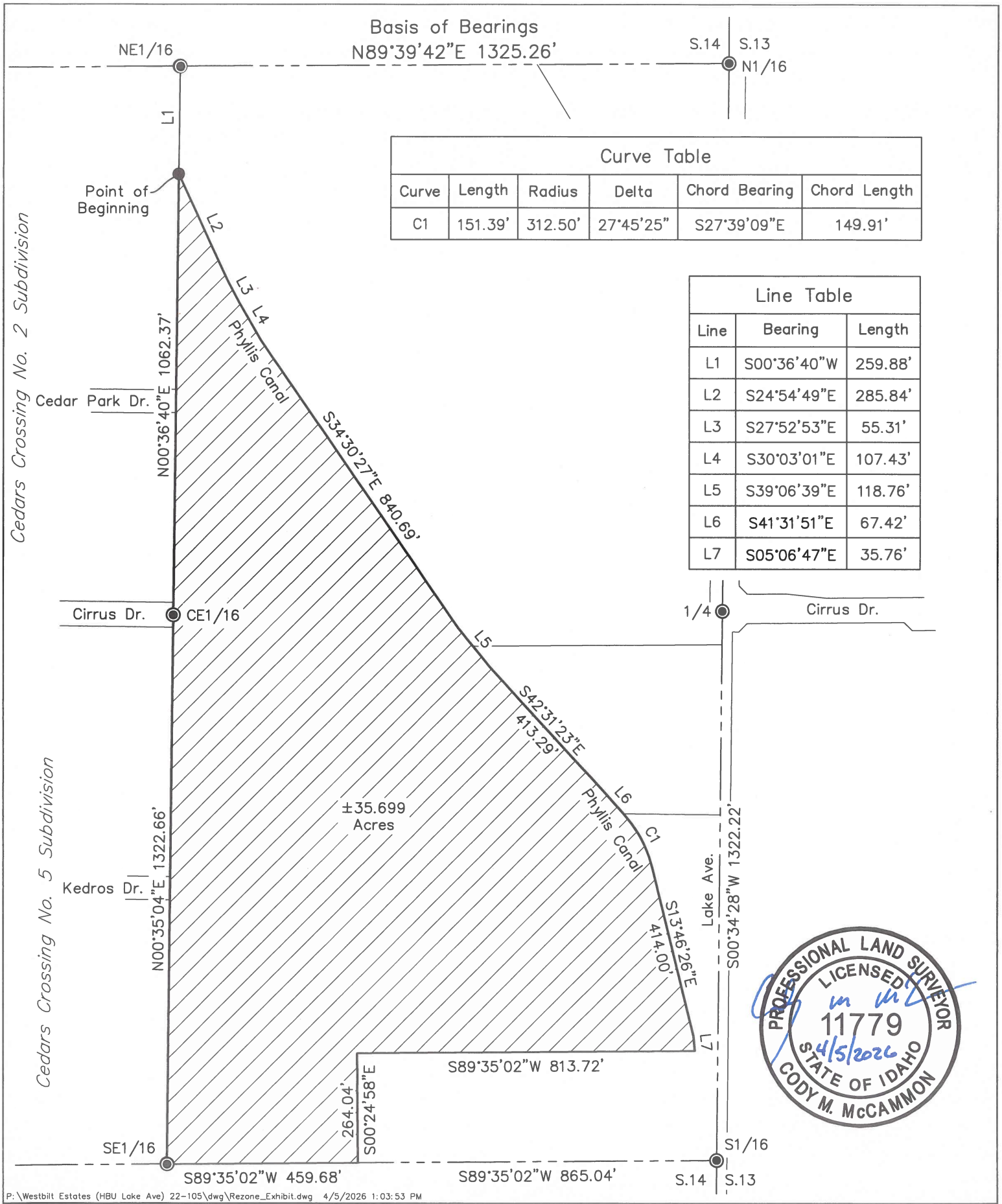
thence on the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14, North 00°36'40" East, 1,062.37 feet to the **POINT OF BEGINNING**.

Containing 35.699 acres, more or less.

End of Description.



EXHIBIT B: MAP EXHIBIT



Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	151.39'	312.50'	27°45'25"	S27°39'09"E	149.91'

Line Table		
Line	Bearing	Length
L1	S00°36'40"W	259.88'
L2	S24°54'49"E	285.84'
L3	S27°52'53"E	55.31'
L4	S30°03'01"E	107.43'
L5	S39°06'39"E	118.76'
L6	S41°31'51"E	67.42'
L7	S05°06'47"E	35.76'

PROFESSIONAL LAND SURVEYOR
LICENSED
11779
4/5/2026
STATE OF IDAHO
CODY M. McCAMMON

P:\Westbilt Estates (HBU Lake Ave) 22-105\dwg\Rezone_Exhibit.dwg 4/5/2026 1:03:53 PM

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Re-Zone R2

A portion of the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 14, T.3N., R.3W., B.M., City of Caldwell, Canyon County, Idaho.

Job No. 22-105
Sheet No. 1 of 1
Dwg. Date 4/5/2026

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3725
REGARDING ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM RS-2 (SEMI-RURAL RESIDENTIAL-2) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

Ordinance No. 3725 provided for the rezone of:

A portion of the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 14, , T3N, R3W, BM, Canyon County, Idaho more particularly described as follows:

COMMENCING at the NE 1/16 corner of said Section 14 from which the North 1/16 corner common to Sections 13 and 14, T3N, R3W, BM, bears N89°39'42"E, 1325.26 feet. 1,325.26 feet; thence S00°36'40"W, 259.88 feet on the west line of the SE ¼ NE ¼ of said Section 14 to the centerline of the Phyllis Canal and the **POINT OF BEGINNING**; thence on said centerline the following nine (9) courses and distances: S24°54'49"E, 285.84 feet; thence S27°52'53"E, 55.31 feet; thence S30°03'01"E, 107.43 feet; S34°30'27"E, 840.69 feet; thence S39°06'39"E, 118. 76 feet; thence S42°31'23"E, 413.29 feet; thence S41°31'51"E, 67.42 feet; thence 151.39 feet on the arc of a curve to the right having a radius of 312.50 feet, a central angle of 27°45'25", and a long chord bearing S27°39'09"E, 149.91 feet; thence S13°46'26"E, 414.00 feet; thence S05°06'47"E, 35.76 feet; thence leaving said centerline, S89°35'02"W, 813.72 feet; thence S00°24'58"E, 264.04 feet to the south line of the NE ¼ SE ¼ of said Section 14; thence S89°35'02"W, 459.68 feet on said south line to the SE 1/16 corner of said Section 14; thence N00°35'04"E, 1322.66 feet to the CE 1/16 corner of said Section 14; thence N00°36'40"E, 1062.37 feet on the west line of the SE ¼ NE ¼ of said Section 14 to the **POINT OF BEGINNING**. Containing 35.699 acres, more or less.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3725 was passed by the Council and approved by the Mayor on the 20th day of April, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 20th day of April, 2026, for publication on the 27th day of April, 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3725 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 20th day of April, 2026.

Oscar Klaas, Attorney for City of Caldwell

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

ACTION ITEM: Consider Bill No. 73 (Ordinance No. 3725) associated with ANN25-000011, with a request to move for its passage by title only and approve the summary for publication.

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Ordinance 3724 (WestBilt Estates ANNEXATION)_DM_FINAL
2. Ordinance Summary 3724 (WestBilt Estates ANNEXATION)_DM_FINAL
3. Summary 3725 (Westbilt Estates REZONE)_DM-FINAL
4. Ord 3725 (WestBilt Estates REZONE)_DM_FINAL

BILL NO. 72
ORDINANCE NO. 3724

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED TO THE CITY OF CALDWELL, IDAHO, AS PART OF THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO ADD SAID PROPERTY TO THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH; AND DIRECTING THE CLERK OF THE CITY OF CALDWELL TO FILE A CERTIFIED COPY OF THE ORDINANCE AND MAP OF THE AREA TO BE ANNEXED WITH CANYON COUNTY, STATE OF IDAHO AND THE IDAHO STATE TAX COMMISSION, PURSUANT TO IDAHO CODE, SECTION 63-215.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Caldwell Planning and Zoning Commission and following the public notice and hearing procedures set forth in Section 10-01-07, Zoning Ordinance No. 1451, approved Case No. ANN25-000011 (WestBilt Estates Annexation) at a public hearing held this 20th day of April, 2026

Section 2. The parcel is contiguous to the City of Caldwell, Idaho and the applicant has requested that said following described property should be annexed into the City of Caldwell as R-2 (Community Residential):

Parcel(s) are more particularly shown on **Exhibits A and B** attached hereto.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above described property on the official zoning map and other area maps of the City of Caldwell, Idaho as R-2 (Community Residential).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

Section 6. The Clerk of the City of Caldwell, Idaho shall, within 10 days following the effective date of this ordinance, duly file a certified copy of this ordinance and a map prepared in a draftsman-like manner plainly and clearly designating the boundaries of the City of Caldwell, including the land herein annexed, with the following officials of the County of Canyon, State of Idaho, to-wit: the Recorder, Auditor, Treasurer and Assessor and shall file simultaneously a certified copy of this ordinance with the State Tax Commission of the State of Idaho, all in compliance with Idaho Code 63-215.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

Description For
Annexation
October 14, 2025

A portion of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

BEGINNING at the Northeast 1/16 corner of said Section 14 from which the North 1/16 corner of common to Sections 13 and 14, T.3N., R.3W., B.M., bears North 89°39'42" West. 1,325.26 feet;

thence on the north boundary line of the Southeast 1/4 of the Northeast 1/4, North 89°39'42"East, 862.83 feet;

thence leaving said north boundary line, South 31°28'01" East, 525.50 feet;

thence South 89°18'02" East, 183.01 feet to the east boundary line of said Section 14;

thence on said east boundary line, South 00°38'46" West, 867.69 feet to the 1/4 corner common to said Sections 13 and 14;

thence continuing on said east boundary line, South 00°34'28"West, 80.28 feet;

thence leaving said east boundary line, South 89°36'11"West, 600.49 feet to the centerline of the Phyllis Canal;

thence on said centerline the following five (5) courses and distances:

North 39°06'39" West, 56.28 feet;

North 34°30'27" West, 840.69 feet;

North 30°03'01" West, 107.43 feet;

North 27°52'53" West, 55.31 feet;

North 24°54'49" West, 285.84 feet to the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14;

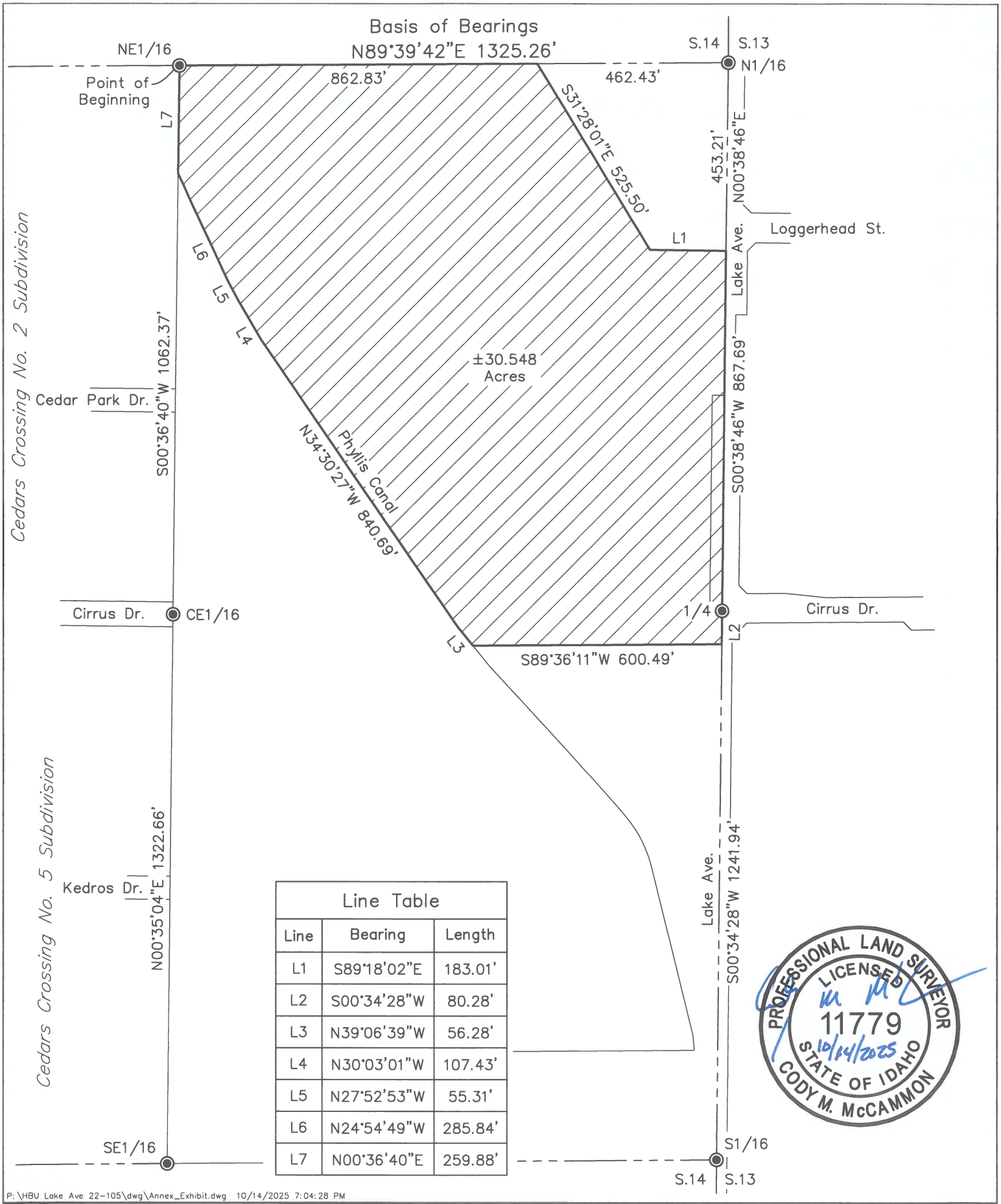
thence on said west boundary line, North 00°36'40" East, 259.88 feet to the **POINT OF BEGINNING**.

Containing 30.548 acres, more or less.

End of Description.



EXHIBIT B: MAP EXHIBIT



Line Table		
Line	Bearing	Length
L1	S89°18'02"E	183.01'
L2	S00°34'28"W	80.28'
L3	N39°06'39"W	56.28'
L4	N30°03'01"W	107.43'
L5	N27°52'53"W	55.31'
L6	N24°54'49"W	285.84'
L7	N00°36'40"E	259.88'

PROFESSIONAL LAND SURVEYOR LICENSED 11779 10/14/2025 STATE OF IDAHO CODY M. McCAMMON

P:\HBU Lake Ave 22-105\dwg\Annex_Exhibit.dwg 10/14/2025 7:04:28 PM

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Annexation

A portion of the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 14, T.3N., R.3W., B.M., Canyon County, Idaho.

Job No. 22-105
Sheet No. 1 of 1
Dwg. Date 10/14/2025

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3724
REGARDING ANNEXATION AND ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS CONTIGUOUS TO THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE ANNEXED TO THE CITY OF CALDWELL, IDAHO, AS PART OF THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DECLARING SAID LANDS BY PROPER LEGAL DESCRIPTION AS DESCRIBED BELOW TO BE A PART OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH;

Ordinance No. 3724, provided for the annexation of:

A portion of the Southeast 1 /4 of the Northeast 1 /4 and the Northeast 1 /4 of the Southeast 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho more particularly described as follows:

BEGINNING at the Northeast 1/16 corner of said Section 14 from which the North 1/16 corner of common to Sections 13 and 14, T.3N., R.3W., B.M., bears North 89°39'42" West. 1,325.26 feet;

thence on the north boundary line of the Southeast 1/4 of the Northeast 1/4, North 89°39'42"East, 862.83 feet;

thence leaving said north boundary line, South 31 °28'01" East, 525.50 feet;

thence South 89°18'02" East, 183.01 feet to the east boundary line of said Section 14;

thence on said east boundary line, South 00°38'46" West, 867.69 feet to the 1/4 corner common to said Sections 13 and 14;

thence continuing on said east boundary line, South 00°34'28"West, 80.28 feet;

thence leaving said east boundary line, South 89°36'11 "West, 600.49 feet to the centerline of the Phyllis Canal;

thence on said centerline the following five (5) courses and distances:

North 39°06'39" West, 56.28 feet;

North 34°30'27" West, 840.69 feet;

North 30°03'01" West, 107.43 feet;

North 27°52'53" West, 55.31 feet;

North 24°54'49" West, 285.84 feet to the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14;

thence on said west boundary line, North 00°36'40" East, 259.88 feet to the

POINT OF BEGINNING.

Containing 30.548 acres, more or less.

End of Description.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3724 was passed by the Council and approved by the Mayor on the 20th day of April, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved this summary on the 20th day of April, 2026, for publication on the 28th day of April, 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR
I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3724 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 20th day of April, 2026.

Oscar Klaas, Attorney for City of Caldwell

ORDINANCES OF THE CITY OF CALDWELL
NOTICE OF ADOPTION AND SUMMARY OF
ORDINANCE NO. 3725
REGARDING ZONE DESIGNATION
OF CERTAIN PROPERTY

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM RS-2 (SEMI-RURAL RESIDENTIAL-2) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

Ordinance No. 3725 provided for the rezone of:

A portion of the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 14, , T3N, R3W, BM, Canyon County, Idaho more particularly described as follows:

COMMENCING at the NE 1/16 corner of said Section 14 from which the North 1/16 corner common to Sections 13 and 14, T3N, R3W, BM, bears N89°39'42"E, 1325.26 feet. 1,325.26 feet; thence S00°36'40"W, 259.88 feet on the west line of the SE ¼ NE ¼ of said Section 14 to the centerline of the Phyllis Canal and the **POINT OF BEGINNING**; thence on said centerline the following nine (9) courses and distances: S24°54'49"E, 285.84 feet; thence S27°52'53"E, 55.31 feet; thence S30°03'01"E, 107.43 feet; S34°30'27"E, 840.69 feet; thence S39°06'39"E, 118. 76 feet; thence S42°31'23"E, 413.29 feet; thence S41°31'51"E, 67.42 feet; thence 151.39 feet on the arc of a curve to the right having a radius of 312.50 feet, a central angle of 27°45'25", and a long chord bearing S27°39'09"E, 149.91 feet; thence S13°46'26"E, 414.00 feet; thence S05°06'47"E, 35.76 feet; thence leaving said centerline, S89°35'02"W, 813.72 feet; thence S00°24'58"E, 264.04 feet to the south line of the NE ¼ SE ¼ of said Section 14; thence S89°35'02"W, 459.68 feet on said south line to the SE 1/16 corner of said Section 14; thence N00°35'04"E, 1322.66 feet to the CE 1/16 corner of said Section 14; thence N00°36'40"E, 1062.37 feet on the west line of the SE ¼ NE ¼ of said Section 14 to the **POINT OF BEGINNING**. Containing 35.699 acres, more or less.

Section 1. This ordinance shall be in full force and effect from and after its passage, approval, and publication, according to law.

Section 2. This ordinance is hereby declared to be severable. If any portion of this ordinance is declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purposes of the ordinance before the declaration of partial invalidity.

Section 3. All ordinances, resolutions, orders and parts thereof in conflict herewith are repealed.

Ordinance No. 3725 was passed by the Council and approved by the Mayor on the 20th day of April, 2026. The full text of the Ordinance is available at Caldwell City Hall, 205 S 6th Ave, Caldwell, Idaho 83605. The Mayor and City Council approved the foregoing summary on the 20th day of April, 2026, for publication on the 27th day of April, 2026, pursuant to Idaho Code § 50-901A.

STATEMENT OF LEGAL ADVISOR

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 3725 and provides adequate notice to the public as to the contents of such ordinance.

DATED this 20th day of April, 2026.

Oscar Klaas, Attorney for City of Caldwell

BILL NO. 73
ORDINANCE NO. 3725

AN ORDINANCE DETERMINING THAT CERTAIN LAND LAYS WITHIN THE CITY LIMITS OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO, AND THAT SAID LANDS SHOULD BE REZONED FROM RS-2 (SEMI-RURAL RESIDENTIAL - 2) ZONE TO THE R-2 (COMMUNITY RESIDENTIAL) ZONE; DETERMINING THAT SAID CHANGE IN ZONING IS IN THE BEST INTEREST OF THE CITY OF CALDWELL, CANYON COUNTY, IDAHO; DIRECTING THE CITY ENGINEER AND PLANNING AND ZONING DIRECTOR TO AMEND SAID PROPERTY ON THE OFFICIAL MAPS OF THE CITY OF CALDWELL, IDAHO; AND REPEALING ALL ORDINANCES, RESOLUTIONS, ORDERS OR PARTS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CALDWELL, COUNTY OF CANYON, STATE OF IDAHO:

Section 1. That the Caldwell City Council, upon recommendation of the Planning and Zoning Commission) and following the public notice and hearing procedures as required in Section 10-03-12, Caldwell Municipal Code, approved Case No. ZON25-000007 (WestBilt Estates) at a public hearing held this 20th day of April, 2026.

Section 2. The parcel(s) are within the City of Caldwell, Idaho and the applicant has requested that said following described property(s) should be rezoned as follows:

Parcel R3282501200 from RS-2 (SEMI-RURAL RESIDENTIAL-2) to R-2 (COMMUNITY RESIDENTIAL), more particularly described and shown on **Exhibits A and B** attached hereto.

Section 3. That the City Engineer and the Planning and Zoning Director of the City of Caldwell, Idaho, are hereby instructed to so designate the same above-described property(s) on the official zoning map and other area maps of the City of Caldwell, Idaho as R-2 (Community Residential).

Section 4. All ordinances, resolutions, orders or parts thereof in conflict herewith are hereby repealed, rescinded and annulled.

Section 5. This ordinance shall be in full force and in effect from and after its passage, approval and publication, according to law.

PASSED BY THE COUNCIL OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

APPROVED BY THE MAYOR OF THE CITY OF CALDWELL, IDAHO, this 20th day of April, 2026.

_____
Mayor Eric Phillips

ATTEST:

_____
City Clerk

EXHIBIT A: LEGAL DESCRIPTION

Description For
Re-Zone R2
April 5, 2026

A portion of the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho more particularly described as follows:

Commencing at the Northeast 1/16 corner of said Section 14 from which the North 1/16 corner of common to Sections 13 and 14, T.3N., R.3W., B.M., bears North 89°39'42" West. 1,325.26 feet; thence on the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14, South 00°36'40" West, 259.88 feet to the centerline of the Phyllis Canal and the **POINT OF BEGINNING**;

thence leaving said west boundary line on said centerline the following nine (9) courses and distances:

South 24°54'49" East, 285.84 feet;

South 27°52'53" East, 55.31 feet;

South 30°03'01" East, 107.43 feet;

South 34°30'27" East, 840.69 feet;

South 39°06'39" East, 118.76 feet;

South 42°31'23" East, 413.29 feet;

South 41°31'51" East, 67.42 feet;

151.39 feet on the arc of a curve to the right having a radius of 312.50 feet, a central angle of 27°45'25", and a long chord which bears South 27°39'09" East, 149.91 feet;

South 13°46'26" East, 414.00 feet;

South 05°06'47" East, 35.76 feet;

thence leaving said centerline, South 89°35'02" West, 813.72 feet;

thence South 00°24'58" East, 264.04 feet to the south boundary line of the Northeast 1/4 of the Southeast 1/4 of said Section 14;

thence on said south boundary line, South 89°35'02" West, 459.68 feet to the Southeast 1/16 corner of said Section 14;



thence North 00°35'04" East, 1,322.66 feet to the Center-East 1/16 corner of said Section 14;

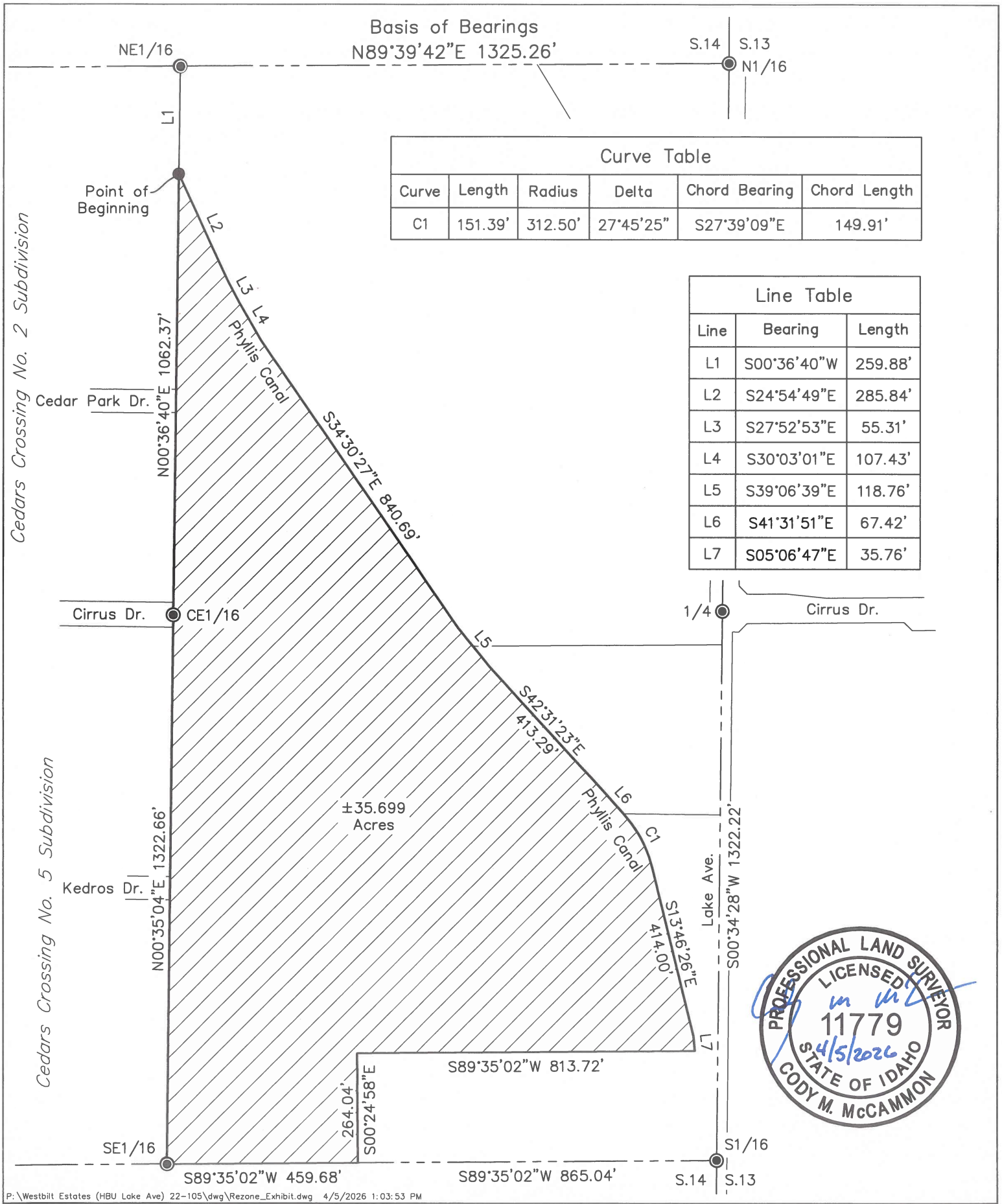
thence on the west boundary line of the Southeast 1/4 of the Northeast 1/4 of said Section 14, North 00°36'40" East, 1,062.37 feet to the **POINT OF BEGINNING**.

Containing 35.699 acres, more or less.

End of Description.



EXHIBIT B: MAP EXHIBIT



Curve Table					
Curve	Length	Radius	Delta	Chord Bearing	Chord Length
C1	151.39'	312.50'	27°45'25"	S27°39'09"E	149.91'

Line Table		
Line	Bearing	Length
L1	S00°36'40"W	259.88'
L2	S24°54'49"E	285.84'
L3	S27°52'53"E	55.31'
L4	S30°03'01"E	107.43'
L5	S39°06'39"E	118.76'
L6	S41°31'51"E	67.42'
L7	S05°06'47"E	35.76'

PROFESSIONAL LAND SURVEYOR LICENSED 11779 4/5/2026 STATE OF IDAHO CODY M. McCAMMON

P:\Westbilt Estates (HBU Lake Ave) 22-105\dwg\Rezone_Exhibit.dwg 4/5/2026 1:03:53 PM

IDAHO SURVEY GROUP, LLC
9939 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

Exhibit Drawing for
Re-Zone R2

A portion of the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 14, T.3N., R.3W., B.M., City of Caldwell, Canyon County, Idaho.

Job No. 22-105
Sheet No. 1 of 1
Dwg. Date 4/5/2026

Regular **Item:** 5.

Memorandum

To:

City Council

Meeting Date:

April 20, 2026

Item Name:

Consider Caldwell Financial Reports

Summary Statement:

Recommended Action:

Budget:

Cost Impact:
Funding Source:
Timeline:

Attachments:

1. Checks by Date 03.27.26-04.14.26
2. Council Memo 04.15.26
3. Council Spreadsheet 04.15.26

Bank Reconciliation

Checks by Date

User: ecarter
Printed: 04/14/2026 - 10:27AM
Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module Clear Date	Amount
0	3/27/2026	Pepsi-Cola	AP		1,837.40
0	3/31/2026	AUTO DEBIT ONLY Idaho Power	AP		186,718.18
192537	4/1/2026	2C Sign Shop	AP		958.00
192538	4/1/2026	4x4 Shop LLC	AP		919.75
192539	4/1/2026	Acushnet Company	AP		8,357.45
192540	4/1/2026	Peter Albers	AP		71.10
192541	4/1/2026	All Parts Brokers	AP		350.00
192542	4/1/2026	AM Signal LLC	AP		119,721.00
192543	4/1/2026	Amazon Capital Services	AP		11,460.47
192544	4/1/2026	American Trailer Sales	AP		5,100.00
192545	4/1/2026	AT T Mobility - CC	AP		15,015.84
192546	4/1/2026	AUMA Actuators Inc	AP		939.65
192547	4/1/2026	Blue to Gold LLC	AP		495.00
192548	4/1/2026	BMC Helix Inc	AP		1,738.14
192549	4/1/2026	Joseph Bongiorno	AP		204.00
192550	4/1/2026	Bowen Collins and Associates Inc	AP		2,647.00
192551	4/1/2026	Taylor Breazeale	AP		94.92
192552	4/1/2026	Caldwell Auto Supply	AP		232.34
192553	4/1/2026	Caldwell True Value	AP		228.24
192554	4/1/2026	Callaway	AP		207.86
192555	4/1/2026	Calwen Inc	AP		1,131.30
192556	4/1/2026	Camber Aviation LLC	AP		1,188.00
192557	4/1/2026	Canyon County Fleet	AP		750.21
192558	4/1/2026	Canyon County Solid Waste	AP		764.75
192559	4/1/2026	Lisa or Joshua Carter	AP		32.21
192560	4/1/2026	Caxton Printers Ltd	AP		125.00
192561	4/1/2026	CenturyLink	AP		0.77
192562	4/1/2026	CenturyLink	AP		2,519.01
192563	4/1/2026	Christensen Inc	AP		1,157.70
192564	4/1/2026	Cintas Corporation No 3	AP		1,185.21
192565	4/1/2026	City of Caldwell Water Dept	AP		35,931.27
192566	4/1/2026	City of Notus	AP		97.12
192567	4/1/2026	Clayton Homes	AP		19,975.83
192568	4/1/2026	Coastline Equipment	AP		1,159.25
192569	4/1/2026	Commercial Glass Inc	AP		400.00
192570	4/1/2026	Core and Main LP	AP		4,950.00
192571	4/1/2026	CORE Construction Inc	AP		195,605.61
192572	4/1/2026	Corwin Ford	AP		82.96
192573	4/1/2026	Cushing Terrell	AP		1,036.09
192574	4/1/2026	DKS Associates	AP		55,410.00
192575	4/1/2026	Avari Dyer	AP		62.87
192576	4/1/2026	E & H Quality Construction LLC	AP		3,180.00
192577	4/1/2026	Kaleb Enterman	AP		113.16
192578	4/1/2026	Enviro Clean Equipment Inc	AP		624.26
192579	4/1/2026	Renee or larry Erwin	AP		177.79
192580	4/1/2026	Alejandro Escobar Geronimo or Javier He	AP		28.74

192581	4/1/2026	Express Employment Professionals	AP	1,776.58
192582	4/1/2026	Ferguson Waterworks	AP	20,732.82
192583	4/1/2026	Forsgren Associates Inc	AP	243.75
192584	4/1/2026	Franklin Building Supply	AP	85.10
192585	4/1/2026	Code 4 Abatement LLC	AP	670.00
192586	4/1/2026	Ralph or Sarajayne Gazarian	AP	158.32
192587	4/1/2026	Kailey Dee Geil	AP	271.98
192588	4/1/2026	Mark Gepner	AP	156.00
192589	4/1/2026	Cory Gerard	AP	306.00
192590	4/1/2026	Jaclyn Gibbons	AP	93.70
192591	4/1/2026	Jade Godina or Victor Barba	AP	116.73
192592	4/1/2026	GovSense LLC	AP	147,570.72
192593	4/1/2026	Herb Griffin	AP	361.00
192594	4/1/2026	Grimco Inc	AP	1,407.36
192595	4/1/2026	Deidra or Jarrod Gunn	AP	58.55
192596	4/1/2026	Hach Company	AP	530.90
192597	4/1/2026	HD Fowler Company	AP	21,338.86
192598	4/1/2026	HDR Engineering Inc	AP	3,441.53
192599	4/1/2026	Gerard Hendrick	AP	294.73
192600	4/1/2026	Gabriela Herrera or Luis Tapia	AP	141.31
192601	4/1/2026	Highway District No. 4	AP	1,316.89
192602	4/1/2026	Home Depot Credit Services	AP	152.78
192603	4/1/2026	Idaho Power	AP	7,845.00
192604	4/1/2026	Jace Hvac LLC	AP	597.00
192605	4/1/2026	Jacobs Engineering Group Inc	AP	9,013.75
192606	4/1/2026	J-U-B Engineers Inc	AP	42,761.35
192607	4/1/2026	Keller Associates	AP	26,399.25
192608	4/1/2026	Kittelson and Associates Inc	AP	1,393.75
192609	4/1/2026	Koola Boola LLC	AP	185.68
192610	4/1/2026	Ethan Lankford	AP	152.56
192611	4/1/2026	Level 3 Communications LLC	AP	1,718.55
192612	4/1/2026	Local Highway Tech Assist Coun	AP	960.00
192613	4/1/2026	Jolene or Wyatt Logan	AP	95.22
192614	4/1/2026	LONG Building Technologies Inc	AP	3,603.00
192615	4/1/2026	Cindy or William Longfellow	AP	72.16
192616	4/1/2026	Rylie Lynn	AP	117.49
192617	4/1/2026	Kyle MacIntosh	AP	306.00
192618	4/1/2026	Sheila Martindale	AP	12.62
192619	4/1/2026	Veronica Medina	AP	25.27
192620	4/1/2026	MetroQuip Inc	AP	133.17
192621	4/1/2026	Motion and Flow	AP	61.06
192622	4/1/2026	Motion Industries	AP	981.34
192623	4/1/2026	Nassco Inc.	AP	775.00
192624	4/1/2026	Paul or Margie Nelson	AP	78.71
192625	4/1/2026	Northwest Power Systems	AP	4,194.30
192626	4/1/2026	Nuisance Nabbers	AP	360.00
192627	4/1/2026	OpenGov Inc	AP	1,300.52
192628	4/1/2026	OReilly Automotive Stores Inc	AP	4.26
192629	4/1/2026	Oxarc Inc	AP	2,530.34
192630	4/1/2026	Paige Mechanical Group Inc	AP	5,162.23
192631	4/1/2026	Bernice Patzer	AP	18.33
192632	4/1/2026	Perry Ellis International Inc	AP	1,129.84
192633	4/1/2026	Personnel Plus	AP	5,711.59
192634	4/1/2026	Pioneer Title Company	AP	1,500.00
192635	4/1/2026	Jeremy Powers	AP	442.00
192636	4/1/2026	Professional Training Association	AP	100.00

192637	4/1/2026	Timothy Pruitt	AP	87.39
192638	4/1/2026	Pumptech Holdings LLC	AP	7,543.77
192639	4/1/2026	Lauren or Jeremy Rader	AP	92.66
192640	4/1/2026	Heather Ramos	AP	300.00
192641	4/1/2026	Lisa Richard	AP	361.00
192642	4/1/2026	Brian D Waters Riverside Trailers	AP	293.99
192643	4/1/2026	Safelink Internet LLC	AP	125.00
192644	4/1/2026	Salty Peaks Solutions	AP	1,016.00
192645	4/1/2026	Shamrock Foods Company	AP	1,730.39
192646	4/1/2026	Matt Shupe	AP	366.00
192647	4/1/2026	Silver Creek Supply	AP	444.90
192648	4/1/2026	Simplot Partners	AP	590.00
192649	4/1/2026	Smiths Lawn Mower Sales and Service	AP	94.15
192650	4/1/2026	Timothy or Andee Spitzke	AP	102.71
192651	4/1/2026	Standard Plumbing Supply	AP	10.31
192652	4/1/2026	Stantec Consulting Services Inc	AP	14,109.50
192653	4/1/2026	Stein Distributing Company Inc	AP	259.83
192654	4/1/2026	Aimee Stocks	AP	15.00
192655	4/1/2026	Superior Property Management	AP	138.32
192656	4/1/2026	Superior Property Management	AP	84.12
192657	4/1/2026	Superior Signs	AP	13,598.83
192658	4/1/2026	Tacoma Screw Products Inc	AP	130.48
192659	4/1/2026	The Ewing Company Inc	AP	121,709.67
192660	4/1/2026	The Odom Corporation	AP	2,647.04
192661	4/1/2026	Shirlyn Thomas	AP	124.13
192662	4/1/2026	TMC Inc	AP	1,349.81
192663	4/1/2026	Top Gun Pest Control	AP	599.00
192664	4/1/2026	Alejandro Torres or Leticia Bernal	AP	103.50
192665	4/1/2026	Cody Trosky	AP	238.00
192666	4/1/2026	Uniforms 2 Gear	AP	67.81
192667	4/1/2026	Union Pacific Railroad Company	AP	8,916.81
192668	4/1/2026	United Heritage Life Insurance Company	AP	12,031.17
192669	4/1/2026	Upson Company	AP	873.60
192670	4/1/2026	Valley ViewTowing Inc	AP	390.00
192671	4/1/2026	Malissa Vance	AP	136.57
192672	4/1/2026	Veasy Seeding Inc	AP	1,357.07
192673	4/1/2026	Margarita Villasenor Rosales	AP	101.41
192674	4/1/2026	Britney Vineyard	AP	159.71
192675	4/1/2026	Ship It LLC	AP	240.00
192676	4/1/2026	Marcus Webster or Michonne Robertson	AP	132.40
192677	4/1/2026	Western Records Destruction	AP	52.00
192678	4/1/2026	Western States Equipment Co	AP	1,563.13
192679	4/1/2026	Janelle or Thomas Woolf	AP	15.85
192680	4/1/2026	Xerox Corporation	AP	172.20
192681	4/1/2026	Dawn Zesinger	AP	142.50
9992105	4/1/2026	4imprint Inc	AP	457.37
9992106	4/1/2026	CDW Government Inc	AP	18,902.25
9992107	4/1/2026	CH Spencer and Company	AP	1,765.00
9992108	4/1/2026	Crane Alarm Service	AP	825.00
9992109	4/1/2026	D and B Supply Company	AP	2,021.66
9992110	4/1/2026	Electrical Wholesale Supply Co Inc	AP	284.32
9992111	4/1/2026	ESRI	AP	21,240.00
9992112	4/1/2026	Fairbank Equipment, Inc.	AP	12.75
9992113	4/1/2026	Fire Extinguisher Co Inc	AP	1,099.92
9992114	4/1/2026	Gem State Paper and Supply Co	AP	1,149.49
9992115	4/1/2026	Gordon Truck Centers Inc	AP	1,129.58

9992116	4/1/2026	Idaho Press Tribune	AP	127.64
9992117	4/1/2026	Integrity Inspection Solutions Inc	AP	6,740.00
9992118	4/1/2026	Jones Williams Fuhman Gourley PA	AP	55.00
9992119	4/1/2026	L N Curtis and Sons	AP	442.41
9992120	4/1/2026	LN Curtis and Sons	AP	778.00
0	4/6/2026	AUTO DEBIT ONLY US Bank Virtual P	AP	293,938.27
0	4/7/2026	Pepsi-Cola	AP	925.36
0	4/7/2026	WEX Bank	AP	48,946.26
192682	4/8/2026	5K Services LLC	AP	2,430.00
192683	4/8/2026	ACDS Inc	AP	200.00
192684	4/8/2026	Aire Master Of Southern Idaho	AP	36.00
192685	4/8/2026	Jose Alonso Flores	AP	76.89
192686	4/8/2026	AME Electric Inc	AP	10,498.50
192687	4/8/2026	Kaylin or Ryan Anderson & Brubaker	AP	123.00
192688	4/8/2026	Gina Arellano	AP	88.82
192689	4/8/2026	Christopher or Ilene Arzaga	AP	110.82
192690	4/8/2026	AT T Mobility - CC	AP	38.78
192691	4/8/2026	ATS Inland NW LLC	AP	2,812.00
192692	4/8/2026	Beet City Bombers	AP	335.28
192693	4/8/2026	Karina Bencomo or Guillermo Vergara	AP	233.43
192694	4/8/2026	BERKO RENTALS	AP	66.96
192695	4/8/2026	Morgan Bessaw	AP	333.00
192696	4/8/2026	Boise Peterbilt Inc Caldwell Peterbilt	AP	3,506.18
192697	4/8/2026	Bound Tree Medical LLC	AP	2,970.62
192698	4/8/2026	Bowen Collins and Associates Inc	AP	45,348.25
192699	4/8/2026	Brighton Homes Idaho Inc	AP	68.89
192700	4/8/2026	Caldwell Auto Supply	AP	323.72
192701	4/8/2026	Caldwell True Value	AP	11.28
192702	4/8/2026	Caldwell Veterinary Hospital	AP	16.00
192703	4/8/2026	Canyon County Solid Waste	AP	6,164.25
192704	4/8/2026	Carls Cycle Sales	AP	607.98
192705	4/8/2026	CBH HOMES	AP	150.35
192706	4/8/2026	Central Cove Construction LLC	AP	792.10
192707	4/8/2026	CHALLENGER DEVELOPMENT INC	AP	87.77
192708	4/8/2026	Trevin or Ahlem Christensen	AP	93.27
192709	4/8/2026	Christensen Inc	AP	600.05
192710	4/8/2026	Cintas Corporation No 3	AP	882.89
192711	4/8/2026	Aimee Cisneros or Ryan Goins	AP	14.09
192712	4/8/2026	Cobblestone Idaho OPCO LLC	AP	2,230.00
192713	4/8/2026	Code 4 Abatement LLC	AP	2,270.00
192714	4/8/2026	Core and Main LP	AP	3,120.93
192715	4/8/2026	CORE Construction Inc	AP	136,990.00
192716	4/8/2026	City of Caldwell Credit Account	AP	5.05
192717	4/8/2026	Harley or Matthew Davidson or Baysinge	AP	58.30
192718	4/8/2026	Destination Caldwell Inc	AP	268.42
192719	4/8/2026	DEX Imaging LLC	AP	386.70
192720	4/8/2026	Digital Threads LLC	AP	664.80
192721	4/8/2026	DillonToyota Lift	AP	176.02
192722	4/8/2026	DIRECTV Entertainment Holdings LLC	AP	169.39
192723	4/8/2026	DKS Associates	AP	30,616.65
192724	4/8/2026	Fred or Julie Dulaney	AP	104.54
192725	4/8/2026	Sabrina Durtschi	AP	349.98
192726	4/8/2026	Remington Dwonch	AP	87.13
192727	4/8/2026	Bruce or Beverly Easley	AP	111.93
192728	4/8/2026	Bruce Eggleston	AP	13.75
192729	4/8/2026	Colton Eldridge	AP	118.04

192730	4/8/2026	Emergency Responders Health	AP	2,860.00
192731	4/8/2026	Energy Management Corporation	AP	4,121.00
192732	4/8/2026	Enterprise FM Trust	AP	54,781.33
192733	4/8/2026	Experian	AP	154.48
192734	4/8/2026	Express Employment Professionals	AP	1,673.44
192735	4/8/2026	Fastenal Company	AP	247.10
192736	4/8/2026	Ferguson Waterworks	AP	2,592.87
192737	4/8/2026	Sierra or Austin Flores	AP	10.65
192738	4/8/2026	GRISELDA GARCIA	AP	12.78
192739	4/8/2026	Mark Gepner	AP	1,031.00
192740	4/8/2026	Rudy Gonzalez or Brandi Vander Loop	AP	88.13
192741	4/8/2026	John or Sara Grove	AP	53.68
192742	4/8/2026	Adam Hall	AP	116.70
192743	4/8/2026	Heidi or Kevin Hall	AP	131.69
192744	4/8/2026	Angela or Donald Hancock	AP	192.66
192745	4/8/2026	Hardin Sanitation	AP	419.01
192746	4/8/2026	Jason Hardy	AP	30.00
192747	4/8/2026	Hannah Hart	AP	108.17
192748	4/8/2026	Lee Haskill	AP	598.50
192749	4/8/2026	Tricia Hawkes	AP	46.97
192750	4/8/2026	Felicia or Lucas Hazard	AP	53.94
192751	4/8/2026	HC Company	AP	1,049.64
192752	4/8/2026	HD Fowler Company	AP	8,193.39
192753	4/8/2026	HD Supply Inc	AP	121.34
192754	4/8/2026	HDR Engineering Inc	AP	1,058.44
192755	4/8/2026	Char Hiaring	AP	71.24
192756	4/8/2026	Highway District No. 4	AP	17.38
192757	4/8/2026	Home Depot Credit Services	AP	735.05
192758	4/8/2026	Jonah Hultberg	AP	16.29
192759	4/8/2026	Betsy Hunsicker	AP	50.00
192760	4/8/2026	ICRMP	AP	459,890.00
192761	4/8/2026	Idaho Asset Management Trust	AP	202.84
192762	4/8/2026	Idaho Correctional Industries	AP	43.75
192763	4/8/2026	Idaho Materials and Construction	AP	317,656.92
192764	4/8/2026	Idaho Tool and Equipment	AP	95.00
192765	4/8/2026	IGM US Holdings Inc	AP	18,250.00
192766	4/8/2026	Integrity Pump Solutions Inc	AP	9,627.00
192767	4/8/2026	Interstate Batteries	AP	329.30
192768	4/8/2026	Jace Hvac LLC	AP	945.00
192769	4/8/2026	Steven Jenkins	AP	112.83
192770	4/8/2026	Jerry Weimer Consulting LLC	AP	2,480.00
192771	4/8/2026	Elisa Johnson	AP	67.70
192772	4/8/2026	Emily Johnson	AP	215.00
192773	4/8/2026	Joshua Joyocan	AP	99.88
192774	4/8/2026	Kaminsky Sullenberger And Associates, I	AP	375.00
192775	4/8/2026	Kenworth Sales Company	AP	13.46
192776	4/8/2026	Kittelson and Associates Inc	AP	720.00
192777	4/8/2026	Clara Lancaster	AP	17.19
192778	4/8/2026	Melissa Langan	AP	672.00
192779	4/8/2026	Madielynn Larman or Kiana Quintero	AP	13.37
192780	4/8/2026	William LeFave	AP	81.62
192781	4/8/2026	Ross or Kelsey Lester	AP	104.15
192782	4/8/2026	Lurres Construction	AP	28,542.75
192783	4/8/2026	Christy Manley	AP	243.15
192784	4/8/2026	Brian May	AP	114.17
192785	4/8/2026	Daniel or Kymberly Mena	AP	90.76

192786	4/8/2026	MES Serivce Company LLC MES I Acqu	AP	33,153.09
192787	4/8/2026	Karrah Miner	AP	62.57
192788	4/8/2026	Michael Morales	AP	29.77
192789	4/8/2026	Monica Morales	AP	78.53
192790	4/8/2026	Celina Mortensen	AP	108.00
192791	4/8/2026	Motion Industries	AP	87.26
192792	4/8/2026	Nampa Paving and Asphalt Co	AP	1,672.45
192793	4/8/2026	Olsson Inc	AP	2,200.00
192794	4/8/2026	Orion Integration Group	AP	814.79
192795	4/8/2026	Pacific Golf and Turf LLC	AP	1,476.82
192796	4/8/2026	Parma Post and Pole	AP	379.50
192797	4/8/2026	Pauley Construction	AP	363.27
192798	4/8/2026	Shasta Perkins	AP	277.83
192799	4/8/2026	Personnel Plus	AP	11,701.33
192800	4/8/2026	Pioneer Title Company	AP	1,500.00
192801	4/8/2026	Powered By Nick LLC	AP	800.00
192802	4/8/2026	Precision Engineering LLC	AP	28,850.00
192803	4/8/2026	Professional Training Association	AP	100.00
192804	4/8/2026	Rambo Sand and Gravel Co	AP	631.40
192805	4/8/2026	Luis Ramirez	AP	65.16
192806	4/8/2026	Rachel Reding	AP	228.16
192807	4/8/2026	Katie Richard	AP	70.72
192808	4/8/2026	LARRY & KATHLEEN RICHARDSON	AP	16.38
192809	4/8/2026	Ashley Rodriguez	AP	58.40
192810	4/8/2026	Nathan Rohrback	AP	22.00
192811	4/8/2026	Devin Rooks	AP	131.44
192812	4/8/2026	Edward Russell	AP	4,446.75
192813	4/8/2026	Salt Lake Wholesale	AP	2,004.50
192814	4/8/2026	Shamrock Foods Company	AP	2,469.88
192815	4/8/2026	Sherwin-Williams	AP	30.60
192816	4/8/2026	Ship It LLC	AP	57.85
192817	4/8/2026	Sigma-Aldrich Inc	AP	3,786.69
192818	4/8/2026	Simplot Partners	AP	7,983.00
192819	4/8/2026	SmartSights Technologies LLC	AP	2,100.00
192820	4/8/2026	Brian Curtis Smith	AP	121.78
192821	4/8/2026	Fallon or Wyatt Smith	AP	89.68
192822	4/8/2026	Smiths Lawn Mower Sales and Service	AP	2,060.55
192823	4/8/2026	Staples Inc	AP	2,305.11
192824	4/8/2026	State of Idaho	AP	125.00
192825	4/8/2026	TIFFANY OR STEPHEN STEARNS	AP	15.42
192826	4/8/2026	Stein Distributing Company Inc	AP	853.40
192827	4/8/2026	Steven Vickers	AP	375.00
192828	4/8/2026	Tyler Straub	AP	62.32
192829	4/8/2026	Sunbelt Controls Inc	AP	1,321.25
192830	4/8/2026	Superior Signs	AP	1,955.00
192831	4/8/2026	Lucas Sylijuberget	AP	53.95
192832	4/8/2026	Tacoma Screw Products Inc	AP	192.07
192833	4/8/2026	Shelby Talbott	AP	86.56
192834	4/8/2026	Tapani Inc	AP	244,067.77
192835	4/8/2026	TDS Metrocom LLC	AP	726.54
192836	4/8/2026	Christopher or Andrea Thayer	AP	69.47
192837	4/8/2026	Shirlyn Thomas	AP	128.29
192838	4/8/2026	Erin Lee Ann Thornbrugh	AP	400.00
192839	4/8/2026	TMB Services LLC	AP	2,243.50
192840	4/8/2026	Treasure Valley Coffee Inc	AP	128.32
192841	4/8/2026	Treasure Valley Drilling LLC	AP	7,860.00

192842	4/8/2026	Turf Equipment and Irrigation	AP	575.00
192843	4/8/2026	Michael Turner	AP	139.22
192844	4/8/2026	Tyler Technologies Inc	AP	259,291.30
192845	4/8/2026	Mari J or Emily Tynon	AP	61.62
192846	4/8/2026	United Parcel Service Inc	AP	49.09
192847	4/8/2026	USPS United States Postal Service	AP	670.00
192848	4/8/2026	Upson Company	AP	1,557.80
192849	4/8/2026	Valley Property Management	AP	155.78
192850	4/8/2026	Valley ViewTowing Inc	AP	170.00
192851	4/8/2026	Venture Title and Escrow Company	AP	2,000.00
192852	4/8/2026	Kevin Wagner	AP	546.00
192853	4/8/2026	Stephen Warren	AP	32.34
192854	4/8/2026	Roberta Wells	AP	600.00
192855	4/8/2026	West Coast Paper	AP	545.42
192856	4/8/2026	West Valley Humane Society	AP	22,500.00
192857	4/8/2026	Westech	AP	670.00
192858	4/8/2026	Western Systems Inc	AP	28,737.36
192859	4/8/2026	Rhonda Weygandt	AP	33.14
192860	4/8/2026	Jason Wilson	AP	67.46
192861	4/8/2026	Witco Inc	AP	18.50
192862	4/8/2026	Woodys Outdoor Power	AP	1,730.22
192863	4/8/2026	Katie Wright	AP	333.00
192864	4/8/2026	Xerox Corporation	AP	495.48
192865	4/8/2026	Xylem Water Solutions USA Inc	AP	67,140.12
192866	4/8/2026	YMC Inc	AP	3,742.50
192867	4/8/2026	Lois York	AP	29.44
9992121	4/8/2026	A Gem Supply Inc	AP	26.40
9992122	4/8/2026	Campbell Tractor Company	AP	23.27
9992123	4/8/2026	CDW Government Inc	AP	2,372.91
9992124	4/8/2026	Crane Alarm Service	AP	1,155.00
9992125	4/8/2026	D and B Supply Company	AP	895.96
9992126	4/8/2026	Electrical Wholesale Supply Co Inc	AP	484.66
9992127	4/8/2026	ESRI	AP	8,075.00
9992128	4/8/2026	Fairbank Equipment, Inc.	AP	6.88
9992129	4/8/2026	Gem State Paper and Supply Co	AP	3,432.06
9992130	4/8/2026	Idaho Press Tribune	AP	3,126.95
9992131	4/8/2026	Integrity Inspection Solutions Inc	AP	7,980.00
9992132	4/8/2026	Norco Inc	AP	185.38
9992133	4/8/2026	Pieks Tree Service LLC	AP	525.00
9992134	4/8/2026	RMT Equipment	AP	1,311.84
9992135	4/8/2026	Rogers Tire Pros and Auto Care Center	AP	758.60
0	4/10/2026	Caldwell Flex Plan	AP	10,238.91
0	4/10/2026	Caldwell Health Care Pl Trust	AP	289,315.09
0	4/10/2026	EFTPS IRS withdraw DO NOT CASH	AP	276,153.97
0	4/10/2026	Idaho State Tax Commission	AP	42,348.28
0	4/10/2026	PERSI Fire Voluntary Retiremnt	AP	22,620.99
0	4/10/2026	PERSI Voluntary Retirement	AP	38,090.59
0	4/10/2026	PERSI Voluntary Retirement Con	AP	11,707.07
0	4/10/2026	Public Employee Fire Retirement	AP	22,603.45
0	4/10/2026	Public Employee Fire Retirement	AP	75,941.22
0	4/10/2026	Public Employee Retirement	AP	225,034.40
0	4/10/2026	Washington State Support Registry	AP	211.57
192868	4/10/2026	American Family Life Assurance	AP	586.91
192869	4/10/2026	Business Planning Concepts Inc	AP	248.00
192870	4/10/2026	Caldwell Fraternal Order of Police Lodge	AP	1,820.00
192871	4/10/2026	California State Disbursement Unit	AP	468.91

192872	4/10/2026	City Of Caldwell Treasurer	AP	2.50
192873	4/10/2026	Colonial Life and Accident Insurance Cor	AP	2,713.77
192874	4/10/2026	Idaho Child Support Receipting	AP	667.80
192875	4/10/2026	Int l Firefighters LAFF 1821	AP	3,957.67
192876	4/10/2026	Montana CSSD	AP	299.76
192877	4/10/2026	Nationwide Retirement Solutions	AP	12,310.33
192878	4/10/2026	Northwest Firefighters Benefits Trust	AP	80,174.15
192879	4/10/2026	Ohio Child Support Payment Central	AP	235.38
192880	4/10/2026	United Heritage Life Insurance Company	AP	6,455.21
192881	4/10/2026	Willamette Dental Group	AP	2,229.04
192882	4/10/2026	WSCFF Employee Benefit Trust	AP	7,000.00

Total Check Count: 393

Total Check Amount: 4,708,497.71

ERIC PHILLIPS
Mayor

208.455.3011
(f) 208.455.3003

City Hall
205 South 6th Ave.
Caldwell, Idaho 83605

Post Office Box
P.O. Box 1179
Caldwell, Idaho 83606

For a list of the City Council members, visit:
Website
www.cityofcaldwell.org

CITY OF
Caldwell, Idaho

CITY OF CALDWELL FINANCIAL REPORT

TO: Mayor Phillips, Rachelle Castleberry, and Members of the City Council

FROM: Destiny Platt

DATE: April 15, 2026

This packet contains:

- Payroll and Accounts Payable Reports
- Check Register of approved accounts payable claims

Detailed reports are available for your review at any time.

FINANCE COMMITTEE MOTION:

The Finance Committee has reviewed current accounts payable in the amount of **$4,708,497.71 for the period ending April 14, 2026,** and net payroll of **$921,351.53 for pay period ending April 04, 2026.**

I move that accounts payable in the amount of **$4,708,497.71** represented by check numbers **192537** through **192882** and electronic payments and payroll for the amount of **$921,351.53** represented by check numbers **40763** through **40776** and direct deposits be accepted, payments approved, and vouchers filed in the office of the City Clerk.

Payroll report by: Destiny
Payroll ending: 4/4/2026
Paid on: 4/10/2026

Check numbers: 40763-40776
Total net checks: $ 921,351.53
of Employees: 446

Fund Name	Fund #	Salary	Benefits	Total	
General	01	$ 1,041,391.82	$ 456,546.70	1,497,938.52	**2 Batches**
Events Center	03	6,857.32	2,903.54	9,760.86	
Library	04	40,105.39	20,546.62	60,652.01	
Street	05	53,358.36	25,869.77	79,228.13	
Airport	06	11,749.60	5,711.76	17,461.36	
Parks & Recreation	08	49,057.18	23,547.40	72,604.58	
CDBG	10	2,319.00	891.24	3,210.24	
ARPA Grant Funds	11	-	-	-	
Cemetery	20	7,944.40	3,733.80	11,678.20	
Economic Development	28	6,116.00	3,047.44	9,163.44	
Golf	60	15,073.07	7,017.94	22,091.01	
Water	70	89,559.76	42,554.80	132,114.56	
Sewer	72	66,763.49	29,387.98	96,151.47	
Electrical	75	14,748.46	7,249.25	21,997.71	
Irrigation	76	14,335.64	6,398.77	20,734.41	
TOTAL		**$ 1,419,379.49**	**$ 635,407.01**	**$ 2,054,786.50**	

Balancing
Fund 02 $ 2,040,097.49
Total $ 2,054,786.50

Grand Total $4,094,883.99
GL Grand Total 4,094,883.99

Off 0.00

Accounts Payable Report

check #'s	$ Amount	Date
electronic check	$ 1,837.40	3/27/2026
electronic check	$ 186,718.18	3/31/2026
192537-192681	$ 1,012,014.55	4/1/2026
9992105-9992120	$ 57,030.39	4/1/2026
electronic check	$ 293,938.27	4/6/2026
electronic check	$ 48,946.26	4/7/2026
electronic check	$ 925.36	4/7/2026
192682-192867	$ 1,943,292.42	4/8/2026
9992121-9992135	$ 30,359.91	4/8/2026
192868-192882	$ 119,169.43	4/9/2026
electronic check	$ 1,014,265.54	4/9/2026
Total:	$ 4,708,497.71	